

BULKY DOCUMENTS

(Exceeds 300 pages)

Proceeding/Serial No: 91173189

Filed: 01-28-2009

Title: Opposer's Motion for Summary Judgment

Part 1 of 1



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TROY E. LARSON
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January 26, 2009

Commissioner for Trademarks
United States Patent and Trademark Office
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451

Re: MonsterCommerce, LLC v. Igor Lognikov
Opposition No. 91173189

Dear Commissioner:

On November 24, 2008, Opposer timely filed its Motion for Summary Judgment. In support of its Motion for Summary Judgment, Opposer submitted for filing the enclosed Exhibits. The Exhibits were too voluminous to be electronically filed, and were submitted to the Board for filing by mail on November 24, 2008 in accordance with the Certificate of Mailing procedure set forth at TBMP ¶¶ 110.02 – 110.03. Today, the post office returned the Exhibits to us stating that the Exhibits could not be delivered to the address on the envelope. The original envelope containing the Exhibits is also enclosed. We are respectfully resubmitting for filing the enclosed Exhibits for Opposer's Motion for Summary Judgment.

Upon reviewing the returned envelope, we discovered that we originally mailed the Exhibits to the TTAB's former address at 2900 Crystal Drive as set forth in TBMP ¶¶ 110.02 – 110.03. At the time of Opposer's initial filing, I consulted the TBMP for guidance on how to file the Exhibits by mail because I regularly file all documents with the TTAB electronically as parties are encouraged to do. I now realize that the TBMP accessible on the U.S. Patent and Trademark Office website contains the 2900 Crystal Drive address but that other sections of the USPTO website display the P.O. Box address, which is now the correct address to TTAB filing materials.




01-28-2009

We apologize for any inconvenience to the Board, and resubmit the Exhibits in support of Opposer's Motion for Summary Judgment, with the original Certificate of Mailing dated November 24, 2008.

Opposer respectfully requests that the Board accept the enclosed Exhibits in connection with its Motion for Summary Judgment as timely filed.

Respectfully submitted,



Troy E. Larson


TEL/tel
Enclosures

cc: Richard S. Ross, Esq.

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States
Postal Service with sufficient postage as First -class mail in an envelope addressed to:

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Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451



Troy E. Larson

Dated: January 26, 2009

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TROY E. LARSON

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E-MAIL: LARSONT@BALLARDSPAHR.COM

November 24, 2008

FIRST-CLASS MAIL

Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514

Re: MonsterCommerce, LLC v. Igor Logniko
Opposition No. 91173189

Dear Commissioner:

Enclosed for filing are the Exhibits to Opposer's Motion for Summary Judgment.

Opposer's Motion for Summary Judgment was electronically filed with the Board today, but the enclosed exhibits were too voluminous to be filed electronically.

Respectfully submitted,


Troy E. Larson

TEL/tel
Enclosures

cc: Richard S. Ross, Esq.

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States

Postal Service with sufficient postage as First-class mail in an envelope addressed to:

Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514



Troy E. Larson

Dated: November 24, 2008

EXHIBIT A

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of Application Serial No. 78/612,360
Published in the *Official Gazette* on May 30, 2006

TEMPLATEMONSTER

MONSTERCOMMERCE, LLC, and NETWORK)
SOLUTIONS, LLC (joined as a party plaintiff),)
)
Opposers,)
)
v.)
)
IGOR LOGNIKOV,)
)
Applicant.)

Opposition No. 91173189

DECLARATION OF HARA K. JACOBS

I, Hara K. Jacobs, declare as follows:

1. I am a United States citizen and over the age of eighteen. I am authorized to make this declaration on behalf of Opposers, MonsterCommerce, LLC and Network Solutions, LLC.
2. I am a resident of Pennsylvania.
3. I am a partner at the law firm of Ballard Spahr Andrews & Ingersoll, LLP in Philadelphia, Pennsylvania, and represent Opposers in the above-captioned opposition proceeding.
4. I attach to this declaration the following Exhibits in support of Opposer's Motion for Summary Judgment, which I downloaded from the United States Patent and Trademark

Office's Trademark Document Retrieval database ("TDR"), and the United States District Court for the Southern District of Florida's PACER database ("PACER"):

- a. **Exhibit 1:** Lognikov Application Serial No. 78612360 from TDR.
- b. **Exhibit 2:** Notice of Publication of Application Serial No. 78612360 from TDR.
- c. **Exhibit 3:** Corbis Complaint in Corbis Corp. v. Igor Lognikov et al, Civil Action No. 06-21643 (the "Corbis Action"), PACER Document No. 1.
- d. **Exhibit 4:** Order dated July 6, 2006 granting preliminary injunction in Corbis Action, PACER Document No. 174.
- e. **Exhibit 5:** Corbis' *Ex Parte* Motion for an Order to Show Cause Why Defendants are Not in Contempt of the Court's Temporary Restraining Order and Preliminary Injunction in Corbis Action, PACER Document No. 220.
- f. **Exhibit 6:** Corbis' Memorandum of Points and Authorities in Support of Corbis' *Ex Parte* Motion for an Order to Show Cause Why Defendants are Not in Contempt of the Court's Temporary Restraining Order and Preliminary Injunction in Corbis Action, PACER Document No. 221.
- g. **Exhibit 7:** Lognikov and Template Defendants' Response to Plaintiff's Motion for an Order to Show Cause Why Defendants are Not in Contempt of the Court's Temporary Restraining Order and Preliminary Injunction in Corbis Action, PACER Document No. 258.

h. **Exhibit 8:** Declaration of Laura C. Pirri, Esq. in Support of Corbis Corporation's *Ex Parte* Motion for an Order to Show Cause Why Defendants are Not in Contempt of the Court's Temporary Restraining Order and Preliminary Injunction in Corbis Action, PACER Document No. 223.

i. **Exhibit 9:** July 13, 2006 e-mail from Laura C. Pirri, Esq. which is Exhibit E to Lognikov and Template Defendants' Response to Plaintiff's Motion for an Order to Show Cause Why Defendants are Not in Contempt of the Court's Temporary Restraining Order and Preliminary Injunction in Corbis Action, part of PACER Document No. 258.

j. **Exhibit 10:** Order Denying Corbis Corporation's Motion for an Order to Show Cause Why Defendants are Not in Contempt of the Court's Temporary Restraining Order and Preliminary Injunction in Corbis Action, PACER Document No. 269.

5. The Exhibits are true and correct copies of documents available via TDR in connection with trademark application no. 78612360 and via PACER in connection with Southern District of Florida Civil Action No. 06-21643.

6. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: 11/24/08

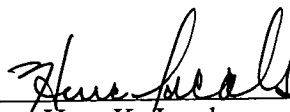

Name: Hara K. Jacobs
Title: Attorney for Opposers

EXHIBIT 1

Trademark/Service Mark Application, Principal Register

Serial Number: 78612360

Filing Date: 04/19/2005

The table below presents the data as entered.

Input Field	Entered
MARK SECTION	
MARK	Templatemonster
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	Templatemonster
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
OWNER SECTION	
NAME	Logniko, Igor
INTERNAL ADDRESS	Apt. 2a, Brooklyn
STREET	7115 3rd Ave.
CITY	New York
STATE	New York
ZIP/POSTAL CODE	11209
COUNTRY	United States
PHONE	917 379-7392
EMAIL	i@templatemonster.com
AUTHORIZED EMAIL COMMUNICATION	Yes
LEGAL ENTITY SECTION	
TYPE	INDIVIDUAL
COUNTRY OF CITIZENSHIP	Ukraine
GOODS AND/OR SERVICES SECTION	
DESCRIPTION	Computer services, namely, website templates.
FILING BASIS	Section 1(a)
FIRST USE ANYWHERE DATE	At least as early as 04/12/2002
FIRST USE IN COMMERCE DATE	At least as early as 04/15/2002
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT10\IMAGEOUT 10\786\123\78612360\xml1\ APP0003.JPG
SPECIMEN DESCRIPTION	A digital image of a webpage that is currently used in commerce.
GOODS AND/OR SERVICES SECTION	
DESCRIPTION	Website development services, namely, providing website design services for others.
FILING BASIS	Section 1(a)
FIRST USE ANYWHERE DATE	At least as early as 04/12/2002
FIRST USE IN COMMERCE DATE	At least as early as 04/15/2002
	\\TICRS\EXPORT10\IMAGEOUT

SPECIMEN FILE NAME(S)	10\786\123\78612360\xml1\ APP0004.JPG
SPECIMEN DESCRIPTION	A digital image of a webpage that is currently used in commerce.
SIGNATURE SECTION	
SIGNATURE	/igor lognikov/
SIGNATORY NAME	Igor Lognikov
SIGNATORY DATE	04/19/2005
SIGNATORY POSITION	Authorized Signatory
PAYMENT SECTION	
NUMBER OF CLASSES	2
NUMBER OF CLASSES PAID	2
SUBTOTAL AMOUNT	650
TOTAL AMOUNT	650
CORRESPONDENCE SECTION	
NAME	Logniko, Igor
INTERNAL ADDRESS	Apt. 2a, Brooklyn
STREET	7115 3rd Ave.
CITY	New York
STATE	New York
ZIP/POSTAL CODE	11209
COUNTRY	United States
EMAIL	i@templatemonster.com
AUTHORIZED EMAIL COMMUNICATION	Yes
FILING INFORMATION	
SUBMIT DATE	Tue Apr 19 21:04:21 EDT 2005
TEAS STAMP	USPTO/BAS-6710019919-2005 0419210421617866-78612360 -2009a7c7856e734a647d7d46 2c88631671-DA-883-2005041 9181907061871

11/15/2005 14:15 (New York)
11/15/2005 14:15 (New York)

Trademark/Service Mark Application, Principal Register

Serial Number: 78612360

Filing Date: 04/19/2005

To the Commissioner for Trademarks:

MARK: (Standard Characters, see mark)

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The literal element of the mark consists of Templatemonster.

The applicant, Igor Logniko, a citizen of Ukraine, residing at Apt. 2a, Brooklyn, 7115 3rd Ave. , New York, New York, United States, 11209, requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

The applicant, or the applicant's related company or licensee, is using the mark in commerce, and lists below the dates of use by the applicant, or the applicant's related company, licensee, or predecessor in interest, of the mark on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

International Class _____: Computer services, namely, website templates.

International Class _____: Website development services, namely, providing website design services for others.

In International Class _____, the mark was first used at least as early as 04/12/2002, and first used in commerce at least as early as 04/15/2002, and is now in use in such commerce. The applicant is submitting or will submit one specimen for *each class* showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) A digital image of a webpage that is currently used in commerce..

Specimen - 1

In International Class _____, the mark was first used at least as early as 04/12/2002, and first used in commerce at least as early as 04/15/2002, and is now in use in such commerce. The applicant is submitting or will submit one specimen for *each class* showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) A digital image of a webpage that is currently used in commerce..

Specimen - 1

The USPTO is authorized to communicate with the applicant or its representative at the following email address: i@templatemonster.com.

A fee payment in the amount of \$650 will be submitted with the application, representing payment for 2 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /igor lognikov/ Date: 04/19/2005

Signatory's Name: Igor Lognikov

Signatory's Position: Authorized Signatory

Mailing Address:

Logniko, Igor
Apt. 2a, Brooklyn
7115 3rd Ave.
New York, New York 11209

RAM Sale Number: 883

RAM Accounting Date: 04/20/2005

Serial Number: 78612360

Internet Transmission Date: Tue Apr 19 21:04:21 EDT 2005

TEAS Stamp: USPTO/BAS-6710019919-2005041921042161786

6-78612360-2009a7c7856e734a647d7d462c886

31671-DA-883-20050419181907061871

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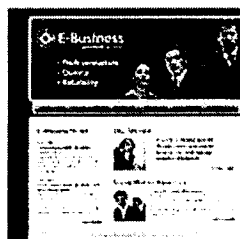
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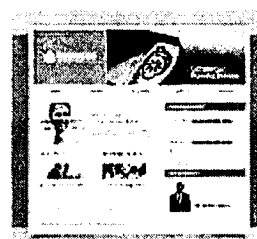
Item: #8062

Author: [Hugo](#)

Downloads: 0

Price (?): \$52

Unique Price (?): \$1850



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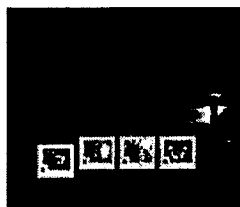
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Author: [Flayer](#)

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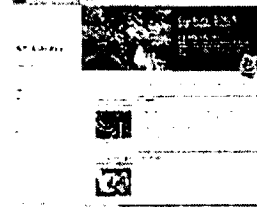
Price (?): \$54

Unique Price (?): \$2100



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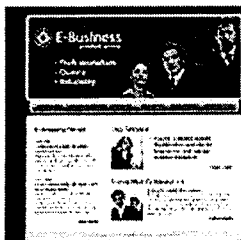
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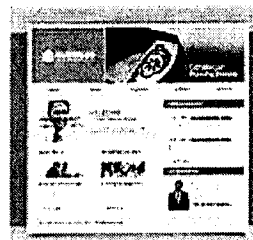
Item: #8062

Author: [Hugo](#)

Downloads: 0

Price (?): \$62

Unique Price (?): \$1850



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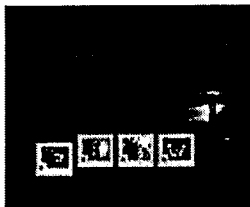
Item: #8061

Author: [Flayer](#)

Downloads: 0

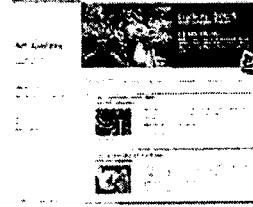
Price (?): \$64

Unique Price (?): \$2100



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EXHIBIT 2



May 10, 2006

NOTICE OF PUBLICATION UNDER 12(a)

1. Serial No.:
78/612,360
2. Mark:
TEMPLATEMONSTER
Standard Character Mark
3. International Class(es):
35, 42
4. Publication Date:
May 30, 2006
5. Applicant:
Logniko, Igor

The mark of the application identified appears to be entitled to registration. The mark will, in accordance with Section 12(a) of the Trademark Act of 1946, as amended, be published in the Official Gazette on the date indicated above for the purpose of opposition by any person who believes he will be damaged by the registration of the mark. If no opposition is filed within the time specified by Section 13(a) of the Statute or by rules 2.101 or 2.102 of the Trademark Rules, the Commissioner of Patents and Trademarks may issue a certificate of registration.

Copies of the trademark portion of the Official Gazette containing the publication of the mark may be obtained from:

The Superintendent of Documents
U.S. Government Printing Office
PO Box 371954
Pittsburgh, PA 15250-7954
Phone: 202-512-1800

By direction of the Commissioner.

Correspondence Address:

Jennifer M. Lantz
MacPherson Kwok Chen & Heid LLP
Suite 226
1762 Technology Drive
San Jose CA 95110

TMP&I

EXHIBIT 3

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. _____

06-21643

CORBIS CORPORATION,

Plaintiff,

vs.

IGOR LOGNIKOV; ARTVERTEX, INC.;
ARTVERTEX, LLC; ARTVERTEX
CONSULTING; ULTRAVERTEX LLC;
ULTRAVERTEX.COM, INC.;
ULTRAVERTEX, INC.;
TEMPLATEMONSTER.COM; TEMPLATE
TUNING; TEMPLATE-HELP.COM;
TEMPLATE-DELIVERY.COM;
MYTEMPLATESTORAGE.COM;
INVERSE-LOGIC; SITE2YOU.COM;
CALLAWAY ALLIANCE, INC.; COLMAN
ALLIANCE LLC; WEB DESIGN LIBRARY;
and DOES 1-50,

Defendants.

MAGISTRATE JUDGE

COMPLAINT FOR INJUNCTION AND DAMAGES

Plaintiff Corbis Corporation alleges as follows:

1. This is an action for copyright infringement under the Copyright Act, 17 U.S.C. §§ 101 *et seq.*, for violation of the Racketeer Influenced and Corrupt Organization ("RICO") Act, 18 U.S.C. §§ 1961 *et seq.*, and for conversion under Florida common law and civil theft under Fl. Ann. Stat. § 812.014.

PARTIES

2. Plaintiff Corbis Corporation (hereafter "Corbis") is a Washington corporation with its principal place of business at 710 Second Avenue, Seattle, Washington.

CASE NO. _____

3. Upon information and belief, defendant Igor Lognikov is a Florida resident who resides or resided at 1505 Bay Road, Apartment 3311, Miami Beach, Florida.

4. Upon information and belief, defendants Artvertex, Inc.; Artvertex, LLC; Artvertex Consulting; Ultravertex LLC; Ultravertex.com, Inc.; Ultravertex, Inc.; TemplateMonster.com; Template Tuning; Template-Help.com; Template-Delivery.com; MyTemplateStorage.com; Inverse-Logic; Site2You.com; Callaway Alliance, Inc.; Colman Alliance LLC; and Web Design Library are corporations or entities owned by or under the control of defendant Igor Lognikov. Upon information and belief, none of these corporations or entities have a principal place of business with a valid address. Upon information and belief, they are alter egos of Igor Lognikov.

5. Corbis is unaware of the true names and capacities, whether individual, corporate, associate, or otherwise, of defendant Does 1 through 50, and therefore sue these defendants by their fictitious names. Corbis will seek leave to amend this complaint when the identities of the Doe defendants are known.

6. Corbis is informed and believes, and on that basis alleges, that at all relevant times mentioned in this Complaint, defendants, and each of them, were acting in concert and active participation with each other in committing the wrongful acts alleged herein, and were the agents or alter egos of each other and were acting within the scope and authority of that agency and with the knowledge, consent, and approval of one another.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over the federal copyright and RICO claims under 28 U.S.C. §§ 1331 and 1338(a) and 18 U.S.C. § 1964 and supplemental jurisdiction over the state conversion and civil theft claims under 28 U.S.C. § 1367.

8. Venue is proper in this district under 28 U.S.C. § 1391(b) and (c) and 28 U.S.C. § 1400(a) because the defendants reside and conduct business in this judicial district and a

CASE NO. _____

substantial part of the events giving rise to the claims occurred in this district.

BACKGROUND

A. Corbis and Its Intellectual Property

9. Corbis is in the business of licensing photographs and fine art images on behalf of itself and the photographers and other licensors it represents. Generally, the images in Corbis' collection were taken by professional photographers who earn most or all of their livelihoods from the licensing fees Corbis is able to obtain for their images. Many of the images in Corbis' collection are produced by well-known photographers, and the collection includes some of the most recognized images in contemporary society.

10. The images in Corbis' collection are the subject of copyright protection under the laws of the United States, and at considerable expense and effort, Corbis has protected images in its collection by systematically registering the copyrights to the images.

11. Corbis owns and operates a website located at the Internet address www.corbis.com. At Corbis' website, professional users are able to search hundreds of thousands of images from Corbis' collection and then pay to license the images for specific commercial uses. Under the usage agreement on Corbis' website, users are granted a limited license to download images solely for evaluating whether they want to purchase a license. The limited download license is only for internal testing and sample use. Corbis generally allows users that purchase licenses to incorporate the licensed images into end products. However, Corbis does not typically allow redistribution of its images by its licensees on a stand alone basis.

12. Whenever Corbis displays an image in its collection or provides such an image to another for display, Corbis includes specific copyright management information (hereafter "CMI") regarding the image. The CMI for each image includes information such as the name of the photographer and the copyright owner. CMI may also contain the terms and conditions for use of the image. Depending upon the image, CMI may be presented on the mounts for the

CASE NO. _____

negatives, embedded within digital files of the images or displayed on Corbis' website, or otherwise in proximity to the images (e.g. below or adjacent to them). When the images are licensed by Corbis' clients, Corbis typically contractually requires its clients to reproduce CMI alongside the image.

B. Defendants and Their Illegal Scheme

13. Corbis is informed and believes, and on that basis alleges, the following about the defendants and their illegal scheme:

14. Defendant Igor Lognikov, through website entities believed to be alter egos of defendant Lognikov, has created a complex set of Internet websites which promote, facilitate, enable, control, and engage in mass unauthorized trafficking in copyrighted images, including images in Corbis' collection for which Corbis holds valid copyrights. Among Igor Lognikov's website entities and alter egos are the other defendants named in this Complaint—Artvertex, Inc.; Artvertex, LLC; Artvertex Consulting; Ultravertex LLC; Ultravertex.com, Inc.; Ultravertex, Inc.; TemplateMonster.com; Template Tuning; Template-Help.com; Template-Delivery.com; MyTemplateStorage.com; Inverse-Logic; Site2You.com; Callaway Alliance, Inc.; Colman Alliance LLC; and Web Design Library (hereafter "Website Entities").

TemplateMonster.com

15. Through defendant TemplateMonster.com's website located at the Internet address www.templatemonster.com, users are able to locate and download website templates, which are pre-packaged designs and features ready for use in a website. TemplateMonster.com sells licenses to website templates at prices ranging from as little as \$53.00 to more than \$7,000.00.

16. TemplateMonster.com displays and distributes copyrighted images in Corbis' collection without a license or other authorization from Corbis. Unauthorized copies of Corbis images are displayed or distributed on TemplateMonster.com, either on a stand alone basis or incorporated in a website template as an exact copy or a modified version of the Corbis image.

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17. On or about April 19, 2005, defendant Igor Lognikov filed with the United States Patent and Trademark Office a trademark application for TEMPLATEMONSTER in conjunction with “[c]omputer services, namely, website templates” and “[w]ebsite development services, namely, providing website design services for others.”

18. The internet domain www.templatemonster.com is registered to defendant Artvertex, LLC, 1667 Sheepshead Bay Road, Brooklyn, New York 11235. TemplateMonster.com represents on its website that it is a “project” of defendant Artvertex, Inc. New York corporate records show that Artvertex, Inc. is a Delaware corporation located at 1618 Sheepshead Bay Road, Second Floor, Brooklyn, New York 11235. However, no business by the name of Artvertex exists at Sheepshead Bay Road in Brooklyn, New York.

19. The copyright notice on TemplateMonster.com reads “© 2002–2006 Callaway Alliance, Inc.” However, defendant Callaway Alliance, Inc. is not registered to do business in any state.

Ultravertex

20. When a customer of TemplateMonster.com buys a license for a website template, the customer receives a free six-month subscription to defendant Ultravertex.com, Inc. at the Internet address www.ultravertex.com, which also uses the business names Ultravertex, Inc. and Ultravertex LLC. (Hereafter, defendants Ultravertex.com, Inc., Ultravertex, Inc., and Ultravertex LLC are collectively referred to as “Ultravertex.”) The purchase price for a six-month subscription to Ultravertex is \$49.95.

21. Like TemplateMonster.com, Ultravertex displays and distributes copyrighted images in Corbis’ collection without a license or other authorization from Corbis. Unauthorized copies of Corbis images are displayed or distributed on Ultravertex on a stand alone basis. A subscriber to Ultravertex may download any of these unauthorized Corbis images without further charges.

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22. Ultravertex images are available for download both from its website and from that of TemplateMonster.com.

23. The domain name www.ultravertex.com is registered to Ultravertex, LLC at 12 Sheephead Bay, Medisonberg, Virginia. No such address exists.

The Scheme

24. On a date or dates yet unknown, Igor Lognikov or his agent or an agent of one of the Website Entities obtained without authorization numerous Corbis images—623 in total—which had previously been registered with the United States Copyright Office. A list of these images, henceforth referred to as “the Corbis Images” with the United States Copyright Office registration certificate numbers and dates for each of these images, is attached to this Complaint as Exhibit A. Then Lognikov or his agent or the agent of an Affiliated Entity uploaded these same images to TemplateMonster.com or Ultravertex for display and distribution with the intent to profit from large-scale infringement of Corbis’ copyrights.

25. Sales of these unauthorized copies of the Corbis Images are processed by third-party online payment services. A customer purchasing a license from TemplateMonster.com makes payment through ChronoPay, B.V. located in Amsterdam, the Netherlands and doing business at www.chronopay.com, MoneyBookers Ltd. located in London, England and doing business at www.moneybookers.com, WebMoney located in Moscow, Russia and doing business at www.wmtransfer.com, and Order By Wire Transfer, a Belgium company doing business at orderbywiretransfer.com. TemplateMonster.com has also used other third-party online payment services, including PayPal located in San Jose, California and doing business at www.paypal.com. A customer subscribing to Ultravertex makes payment through the third-party

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payment service 2Checkout.com, Inc. located in Columbus, Ohio and doing business at www.2checkout.com.

26. Igor Lognikov and the Website Entities promote, facilitate, enable, control, and engage in unauthorized trafficking in the Corbis Images. Upon purchase of a license from TemplateMonster.com, a customer receives an email confirming the purchase from defendant Template-Delivery.com, located at www.template-delivery.com. The email states that it is from a designated payment service for defendant Template-Help.com, located at www.template-help.com. The domain name www.template-delivery.com is similarly registered to defendant Artvertex Consulting, 1618 Sheephead Bay Road, Second Floor, Brooklyn, New York 11235. The telephone number for Template-Help.com's antifraud department is the same as that for TemplateMonster.com's billing department: (917) 477-0238.

27. Upon purchase of a subscription from Ultravertex, a customer also receives an email confirming the purchase from defendant Artvertex, Inc.

28. The defendants are all interrelated, each dealing with website design and development, including website templates. The Website Entities promote and partner with each other. Igor Lognikov is an editor at defendant Web Design Library at www.webdesign.org. Web Design Library links to TemplateMonster.com for "Featured Templates."

29. The Ultravertex website describes as "Partners" and links to defendants TemplateMonster.com, Template Tuning at www.template-tuning.com, and Site2You.com at www.site2you.com. Also linking to TemplateMonster.com are defendants Template Tuning, Site2You.com, MyTemplateStorage.com at www.mytemplatestorage.com, and Inverse-Logic at www.inverse-logic.com.

30. Likewise, MyTemplateStorage.com describes as "Our Network" and links to TemplateMonster.com, Template Tuning, Site2You.com, and Web Design Library. MyTemplateStorage.com also calls Ultravertex a "Partner" and links to the Ultravertex website. MyTemplateStorage.com represents that it is "Designed by Inverse Logic."

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31. The false information used for TemplateMonster.com and Ultravertex reappears with other Website Entities. The domain name www.template-tuning.com is registered to Artvertex, Inc. at 1618 Sheepshead Bay Road, Second Floor, Brooklyn, New York 11235. The domain name www.webdesign.org is registered under Vadym Lognikov at 1667 Sheepshead Bay Road, Brooklyn, New York 11235. MyTemplateStorage.com has a copyright notice that reads "© Artvertex, Inc. 2003-2006." Template Tuning's notice reads "© 2002-2006 Colman Alliance LLC." Like defendant Callaway Alliance, Inc., which appears on TemplateMonster.com, defendant Colman Alliance LLC is also not registered to do business in any state.

32. Attached hereto as Exhibit B is a diagram that shows the complex web of relations and dealings between the defendants that furthers their scheme to profit from mass infringement of the Corbis Images.

33. Igor Lognikov and the Website Entities are responsible for the selection of images used on TemplateMonster.com and Ultravertex, and manage or personally engage in the selection, manufacture, distribution, display, and/or sale of the infringing images, including unauthorized copies of the Corbis Images. Lognikov controls and authorizes the distribution of profits among the Website Entities and also receives profits (as salary, dividends, or distributions) from the infringing activity of the Website Entities. Lognikov and the Website Entities therefore have the right and ability to control the illegal activity and receive a direct financial benefit from it.

C. Injury to Corbis

34. Corbis has discovered numerous third parties in the United States and Germany displaying images in which Corbis holds the copyright without license or other authorization from Corbis. When contacted by Corbis, these third parties informed Corbis that they downloaded the Corbis Images from Ultravertex or TemplateMonster.com. The third parties were unaware that Corbis held the copyright to the images because the images did not contain

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the CMI that Corbis includes for each image. Instead, many of the images had a visible watermark that read "Ultravertex." Accordingly, the third parties did not pay royalties to Corbis but to Ultravertex or TemplateMonster.com who had represented that they had the right or authority to license the images to third parties.

35. At all times, TemplateMonster.com and Ultravertex displayed and continue to display and distribute and create derivative works of copies of the Corbis Images without license or other authorization from Corbis.

36. Corbis exclusively owns or controls the registered copyrights to the Corbis Images.

FIRST CLAIM FOR RELIEF
DIRECT COPYRIGHT INFRINGEMENT

37. Corbis repeats and realleges the allegations of Paragraphs 1 through 36 as if fully set forth herein.

38. Corbis holds valid and exclusive registered copyrights to the Corbis Images that are the subject of this action as evidenced by the copyright registration certificates referenced in Exhibit A.

39. Upon information and belief, defendants reproduced, distributed and displayed those Corbis Images without Corbis' authorization, and defendants continue to do so.

40. The actions and conduct by defendants as described above infringe upon the exclusive rights of Corbis granted by Section 106 of the Copyright Act, 17 U.S.C. § 106, to display, reproduce, and distribute the registered copyright works to the public.

41. Such actions and conduct by defendants constitute copyright infringement under Section 501 of the Copyright Act, 17 U.S.C. § 501.

42. The conduct of defendants, and each of them, was intentional, willful, malicious, fraudulent and calculated to injure Corbis and infringe the Corbis Images.

43. As a result of the copyright infringement described above, Corbis is entitled to relief including, but not limited to, injunctive relief, actual damages and profits or statutory

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damages in the maximum amount allowed by law, statutory costs and attorney's fees, and prejudgment interest.

44. Corbis has no adequate remedy at law to protect its rights in the Corbis Images and to prevent defendants from continuing to infringe the Corbis Images and to injure Corbis. Corbis has suffered and is continuing to suffer irreparable injury from defendants' conduct as alleged.

SECOND CLAIM FOR RELIEF
CONTRIBUTORY COPYRIGHT INFRINGEMENT

45. Corbis repeats and realleges the allegations of Paragraphs 1 through 44 as if fully set forth herein.

46. Defendants have induced, caused, and/or materially contributed to the unauthorized reproduction and distribution of the Corbis Images, all while knowing of the infringement, and defendants continue to do so.

47. Upon information and belief, defendants have derived substantial and direct financial benefit from infringement of the Corbis Images on websites and in publications, including but not limited to the TemplateMonster.com website, the Ultravertex website, and the websites and publications of TemplateMonster.com's and Ultravertex's customers, and defendants continue to derive substantial and direct financial benefit from such infringement.

48. Defendant's actions alleged herein constitute contributory copyright infringement in violation of the Copyright Act, 17 U.S.C. §§ 101 *et seq.*

49. The conduct of defendants, and each of them, was intentional, willful, malicious, fraudulent and calculated to injure Corbis and infringe the Corbis Images.

50. As a result of the copyright infringement described above, Corbis is entitled to relief including, but not limited to, injunctive relief, actual or statutory damages in the maximum amount allowed by law, statutory costs and attorney's fees, and prejudgment interest.

51. Corbis has no adequate remedy at law to protect its rights in the Corbis Images and to prevent defendants from continuing to infringe the Corbis Images and to injure Corbis.

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Corbis has suffered and is continuing to suffer irreparable injury from defendants' conduct as alleged.

THIRD CLAIM FOR RELIEF
VICARIOUS COPYRIGHT INFRINGEMENT

52. Corbis repeats and realleges the allegations of Paragraphs 1 through 51 as if fully set forth herein.

53. At all times material hereto, defendants had the right and ability to supervise the infringement of the Corbis Images available on TemplateMonster.com and Ultravertex and had a direct financial interest in that infringement.

54. Upon information and belief, defendants have derived and continue to derive substantial and direct financial benefit from infringement of the Corbis Images.

55. Defendants actions alleged herein constitute vicarious copyright infringement in violation of the Copyright Act, 17 U.S.C. §§ 101 *et seq.*

56. The conduct of defendants, and each of them, was intentional, willful, malicious, fraudulent and calculated to injure Corbis and infringe the Corbis Images.

57. As a result of the copyright infringement described above, Corbis is entitled to relief including, but not limited to, injunctive relief, actual or statutory damages in the maximum amount allowed by law, statutory costs and attorney's fees, and prejudgment interest.

58. Corbis has no adequate remedy at law to protect its rights in the Corbis Images and to prevent defendants from continuing to infringe the Corbis Images and to injure Corbis. Corbis has suffered and is continuing to suffer irreparable injury from defendants' conduct as alleged.

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FOURTH CLAIM FOR RELIEF
INDUCEMENT TO INFRINGE COPYRIGHT

59. Corbis repeats and realleges the allegations of Paragraphs 1 through 58 as if fully set forth herein.

60. Defendants have developed various Internet websites, website templates, and other business operations (hereinafter, "Infringement Inducing Operations") with the object of promoting their use to infringe copyright.

61. Specifically, defendants promoted, facilitated, and enabled—and continue to promote, facilitate, and enable—third-party purchasers of website templates (hereinafter, "Infringing Third Parties") to copy, display, and distribute the Corbis Images.

62. The Infringing Third Parties have in fact downloaded the Corbis Images using defendants' Infringement Inducing Operations and reproduced and republished them, thereby infringing Corbis' copyright.

63. Defendants' promotion of copyright infringement was and is purposeful. Defendants advertise and solicit the sale of Corbis Images on TemplateMonster.com and Ultravertex using, among other things, so-called partnership programs, free trial subscriptions, links to "featured" website templates, and other forms of Internet advertising.

64. Defendants knew of the Infringing Third Parties' copyright infringement.

65. Defendants made no attempts to filter copyrighted content from their Infringement Inducing Operations or to discourage infringement, but instead promoted, facilitated, enabled, and profited from the Infringing Third Parties by charging them for use of the Corbis Images.

66. Defendants are liable for the acts of infringement that result from the Infringing Third Parties' use of the Infringement Inducing Operations.

67. The conduct of defendants, and each of them, was intentional, willful, malicious, fraudulent and calculated to injure Corbis and infringe the Corbis Images.

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68. As a result of the copyright infringement described above, Corbis is entitled to relief including, but not limited to, injunctive relief, actual or statutory damages in the maximum amount allowed by law, statutory costs and attorney's fees, and prejudgment interest.

69. Corbis has no adequate remedy at law to protect its rights in the Corbis Images and to prevent defendants from continuing to infringe the Corbis Images and to injure Corbis. Corbis has suffered and is continuing to suffer irreparable injury from defendants' conduct as alleged.

FIFTH CLAIM FOR RELIEF
DIGITAL MILLENNIUM COPYRIGHT ACT VIOLATION

70. Corbis repeats and realleges the allegations of Paragraphs 1 through 69 as if fully set forth herein.

71. Upon information and belief, defendants removed or altered, and continue to remove or alter, some or all of the CMI from the Corbis Images without the authority of Corbis or the law. Defendants' removal or alteration of the CMI knowing that it will induce, enable, facilitate, or conceal infringement of the Corbis Images violates the Digital Millennium Copyright Act, ("DMCA") 17 U.S.C. § 1202(b)(1).

72. Upon information and belief, Defendants distributed and continue to distribute copies of the Corbis Images knowing that the CMI has been removed or altered without authority of the copyright owner or the law, and that it will induce, enable, facilitate, or conceal infringement. This conduct violates 17 U.S.C. § 1202(b)(3).

73. Upon information and belief, defendants provided and distributed, and continue to provide and distribute, false CMI knowingly and with the intent to induce, enable, facilitate, or conceal infringement in violation of 17 U.S.C. § 1202(a).

74. These DMCA violations have facilitated, encouraged and enabled the direct, contributory, vicarious, and induced copyright infringement that Corbis alleges above in its first through fourth claims for relief. Specifically, the violations have allowed defendants to distribute and sell, or to promote the distribution and sale, of the Corbis Images to Infringing

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Third Parties, and these Infringing Third Parties to further copy and distribute the Corbis Images, all without notice or disclosure of Corbis' copyrights.

75. The conduct of defendants, and each of them, was intentional, willful, malicious, fraudulent and calculated to injure Corbis and infringe the Corbis Images.

76. As a result of the copyright infringement described above, Corbis is entitled to relief including, but not limited to, injunctive relief, actual or statutory damages in the maximum amount allowed by law, statutory costs and attorney's fees, and prejudgment interest.

77. Corbis has no adequate remedy at law to protect its rights in the Corbis Images and to prevent defendants from continuing to infringe the Corbis Images and to injure Corbis. Corbis has suffered and is continuing to suffer irreparable injury from defendants' conduct as alleged.

**SIXTH CLAIM FOR RELIEF
CONVERSION UNDER FLORIDA COMMON LAW AND
CIVIL THEFT UNDER FL. ANN. STAT. § 812.014**

78. Corbis repeats and realleges the allegations of Paragraphs 1 through 77 as if fully set forth herein.

79. At all relevant times, Corbis owned the copyright interests in the Corbis Images.

80. The defendants illegally obtained the Corbis Images and distributed them for profit.

81. In doing so, the defendants wrongfully converted Corbis' ownership interests in the Corbis Images to their own use, depriving Corbis of the legal rights and benefits incident to the ownership thereof, which proximately caused damage to Corbis.

82. The defendants willfully and knowingly acted to damage Corbis' interests, did so with malice, oppression, and fraud, and in conscious disregard of Corbis' rights.

83. Corbis is entitled to damages in an amount to be determined at trial, as well as an award of punitive damages under common law or triple damages under Fl. Ann. Stat. § 772.11.

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SEVENTH CLAIM FOR RELIEF
RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS (RICO) ACT

84. Corbis repeats and realleges the allegations of Paragraphs 1 through 83 as if fully set forth herein.

85. During all relevant times and continuing through the filing of this Complaint, conspirators were persons associated-in-fact with an enterprise engaging in interstate and foreign commerce and activities which affect interstate and foreign commerce. This enterprise is made up of Igor Lognikov, the Website Entities, and the third-party online payment services that have processed and continue to process payments for licenses of website templates or images from TemplateMonster.com and Ultravertex, including but not limited to ChronoPay, B.V., MoneyBookers Ltd., WebMoney, Order By Wire Transfer, 2Checkout.com, Inc., and PayPal (collectively the "Conspirators"). Although the third-party online payment services are not named as defendants to this action, they are members of the RICO conspiracy alleged herein.

86. The Conspirators and each of them, for the purposes of executing and attempting to execute the scheme to improperly garner revenues from the intellectual property of Corbis and to unfairly compete with Corbis, by means of tortious, fraudulent and criminal conduct, did and do unlawfully, willfully and knowingly conduct and participate, directly and indirectly, in the conduct of said enterprise's affairs through a pattern of racketeering activity. Their actions include multiple, related acts in violation of: (1) Willful Infringement of a Copyright, 18 U.S.C. § 2319 and 17 U.S.C. § 506; (2) Wire Fraud, 18 U.S.C. § 1343; (3) Interstate Commerce of Stolen Goods, Wares, or Merchandise, 18 U.S.C. § 2314; (4) Sale of Stolen Goods 18 U.S.C. § 2315; and (5) Engaging in Monetary Transactions in Proceeds from Specified Unlawful Activities, 18 U.S.C. § 1957.

87. The enterprise as described herein is at all relevant times a continuing enterprise because it was designed to, did cause, and is continuing to cause defendants to improperly garner revenues from the intellectual property of Corbis and to unfairly compete with Corbis. The conduct of the enterprise continues through the date of this Complaint and is ongoing by virtue

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of the defendants' continued exploitation of images stolen from Corbis and continued processing of payments for the stolen Corbis images through the third-party online payment services.

88. The pattern of racketeering activity, as defined by 18 U.S.C. §§ 1961(1) and (5), presents both a history of criminal conduct and a distinct threat of continuing criminal activity. Such activity consists of multiple acts of racketeering by each Conspirator herein, is interrelated, not isolated and is perpetrated for the same or similar purposes by the same persons. Such activity extends over a substantial period of time, up to and beyond the date of this Complaint. Such activities occurred after the effective date of 18 U.S.C. §§ 1961 et seq., and the last such act occurred within 10 years after the commission of a prior act of racketeering activity. These racketeering activities included repeated acts of:

(a) **Willful Infringement of a Copyright:** As described above, the defendant Conspirators and their employees or agents acting on their behalf, aided and abetted by each other and the remaining Conspirators, willfully infringed Corbis' copyrights by reproducing, distributing and displaying the Corbis Images, which have a total retail value of more than \$1,000, without Corbis' authorization, and did so for commercial advantage and/or private financial gain and within one or more 180 day periods. Such acts are in violation of 18 U.S.C. § 2319 and 17 U.S.C. § 506.

(b) **Wire Fraud:** As described above, the defendant Conspirators and their employees or agents acting on their behalf, aided and abetted by each other, and the remaining Conspirators, devised or intended to devise a scheme or artifice to defraud, and obtained money or property by means of false or fraudulent pretenses, representations, or promises, transmitted or caused to be transmitted by means of wire, in interstate or foreign commerce, the Corbis Images for the purpose of executing such scheme or artifice. Such acts are in violation of 18 U.S.C. § 1343. Acts of fraud include: (1) the defendant Conspirators or agents

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thereof obtained the Corbis Images unlawfully or under false pretenses that they were merely sampling the Corbis Images from Corbis' website for purposes of evaluating a purchase, while actually intending to take them for illegal resale; (2) the defendant Conspirators altered or removed some or all of the CMI from the Corbis Images in order to conceal their infringement of the Corbis Images; (3) the defendant Conspirators added their own watermark reading "Ultravertex" on many of the Corbis Images to conceal their infringement; (4) the defendant Conspirators used false company information, including invalid and non-existent addresses, to register domain names of websites that they used to market and sell the Corbis Images; (5) the defendant Conspirators used false company information on or in connection with doing business through these same websites; and (6) the defendant Conspirators distributed for personal profit 623 Corbis Images under the false pretense that they owned the copyright or had other authority to license the Images.

(c) **Interstate Commerce of Stolen Goods, Wares, or Merchandise:** As described above, the defendant Conspirators and their employees or agents acting on their behalf, aided and abetted by each other, and the remaining Conspirators, did transport, transmit, or transfer in interstate or foreign commerce goods, wares, or merchandise, of more than \$5,000 in value, knowing the same to have been being stolen, unlawfully converted, or taken by fraud. Such acts are in violation of 18 U.S.C. § 2314.

(d) **Sale or receipt of stolen goods:** As described above, the defendant Conspirators and their employees or agents acting on their behalf, aided and abetted by each other, and the remaining Conspirators, did receive, possess, conceal, store, barter, sell, or dispose of any goods, wares, merchandise, securities

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or money, of the value of \$5,000 or more, which crossed a State or United States boundary after being stolen, unlawfully converted, or taken.

(c) Monetary Transactions in Proceeds from Specified Unlawful Activities: As described above, the defendant Conspirators, aided and abetted by each other, and the remaining Conspirators, knowingly engaged or attempted to engage in a monetary transaction in criminally derived property of a value greater than \$10,000, which property was or would have been derived from specified unlawful activity. The defendant Conspirators committed or attempted to commit that offense in the United States (or in any special maritime and territorial jurisdiction of the United States) or as United States persons outside the United States (or any special jurisdiction). Such actions are in violation of 18 U.S.C. § 1957.

The persons alleged herein to have violated 18 U.S.C. § 1962(c) are separate from, though employed by or associated with, the defendants.

89. Each Conspirator had a role in the racketeering activity that was distinct from the undertaking of those acting on its behalf. Each Conspirator also attempted to benefit, and did benefit, from the activity of their employees and agents alleged herein, and thus were not passive victims of racketeering activity, but active perpetrators.

90. Corbis has been injured in its business or property as a direct and proximate result of the defendant Conspirators' violations of 18 U.S.C. § 1962(c), including injury by reason of the predicate acts constituting the pattern of racketeering activity.

91. Corbis has been injured, at a minimum, in its valuable business and property by the actions of the defendant Conspirators in unlawfully preventing and interfering with its ability to compete fairly for the ability to sell the Corbis Images and because the rights to exclusively control the distribution of these Images has been invaded.

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92. As a result of the violations of 18 U.S.C. § 1962(c) by the defendants, Corbis has suffered substantial damages in an amount to be proved at trial.

93. Pursuant to 18 U.S.C. § 1964(c), Corbis is entitled to recover treble its general and special compensatory damages, plus interest, costs and attorney's fees, incurred by reason of defendants' violations of 18 U.S.C. § 1962(c).

94.

EIGHTH CLAIM FOR RELIEF
CONSPIRACY TO VIOLATE RICO

95. Corbis repeats and realleges the allegations of Paragraphs 1 through 93 as if fully set forth herein.

96. During all relevant times and continuing through the time of filing this Complaint, Conspirators willfully, knowingly and unlawfully, did conspire, combine, confederate and agree together, and with various other persons whose names are both known and unknown, to violate 18 U.S.C. § 1962(c).

97. These Conspirators were and are associated-in-fact with an enterprise engaged in interstate and foreign commerce and activities which affect interstate and foreign commerce. Specifically, the Conspirators, constituting a group of persons associated-in-fact, did unlawfully, willfully and knowingly participate in and conduct, directly and indirectly, said enterprise's affairs through a pattern of racketeering activity.

98. The pattern of racketeering activity, as defined by 18 U.S.C. §§ 1961(1) and (5) included: (1) Willful Infringement of a Copyright, 18 U.S.C. § 2319 and 17 U.S.C. § 506; (2) Wire Fraud, 18 U.S.C. § 1343; (3) Interstate Commerce of Stolen Goods, Wares, or Merchandise, 18 U.S.C. § 2314; (4) Sale of Stolen Goods 18 U.S.C. § 2315; and (5) Engaging in Monetary Transactions in Proceeds from Specified Unlawful Activities, 18 U.S.C. § 1957.

99. Conspirators, and each of them, for the purposes of executing and attempting to execute the scheme to improperly garner revenues from the intellectual property of Corbis and to unfairly compete with Corbis, by means of tortious, fraudulent and criminal conduct, did and do

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unlawfully, willfully and knowingly conduct and participate, directly and indirectly, in the conduct of said enterprise's affairs through a pattern of racketeering activity, as more fully set forth above.

100. In furtherance of this unlawful conspiracy, and to effect its objectives, Conspirators committed numerous overt acts, including but not limited to those set forth above.

101. Corbis has been injured in its business or property by reasons of defendants' violations of 18 U.S.C. § 1962(d), including injury by reason of the predicate acts constituting the pattern of racketeering injury.

102. As a result of the conspiracies between and among all Conspirators to violate 18 U.S.C. § 1962(c), Corbis has suffered substantial damages, in an amount to be proved at trial.

103. Pursuant to 18 U.S.C. § 1964(c), Corbis is entitled to recover treble its general and special compensatory damages, plus interest, costs and attorney's fees, by reason of Conspirators' violation of 18 U.S.C. § 1962(d).

RELIEF REQUESTED

WHEREFORE, Corbis prays for relief as follows:

1. For a judgment that defendants have knowingly and willfully infringed Corbis' copyrights in the Corbis Images;
2. For a judgment that defendants have (i) knowingly and willfully altered or removed the CMI associated with the Corbis Images, (ii) knowingly and willfully distributed works knowing that the CMI was removed or altered, and (iii) knowingly and willfully produced and distributed false CMI, all with the intent to induce, enable, facilitate or conceal their infringement of the Corbis Images;
3. For a judgment that defendants have knowingly and willfully converted Corbis' ownership interests in the Corbis Images to their own use, depriving Corbis of the legal rights and benefits incident to the ownership thereof, with malice, oppression, and fraud, and in conscious disregard of Corbis' rights;

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4. For a judgment that defendants have knowingly and willfully violated the RICO Act, 18 U.S.C. §§ 1962(c) & (d);
5. For an order under 17 U.S.C. §§ 502(a) and 1203(b)(1) enjoining defendants, including their directors, officers, agents, servants, employees, and all other persons in active concert, privity, or participation with them, during the pendency of this action from directly or indirectly infringing any of the Corbis Images, as detailed in Corbis' *ex parte* motion;
6. For an order under 17 U.S.C. §§ 503(a) and 1203(b)(2) enjoining defendants, including their directors, officers, agents, servants, employees, and all other persons in active concert, privity, or participation with them, to turn over for impoundment, to remain in the custody of Corbis' counsel during the pendency of this action, all copies, electronic and physical, in the defendants' possession, custody, or control of any of the Corbis Images, including but not limited to all copies of the Corbis Images and all storage media, including but not limited to computer disks, hard drives, servers, CDs, DVDs, and storage tapes, on which defendants have stored such images, as detailed in Corbis' *ex parte* motion;
7. For an order requiring that defendants, including their directors, officers, agents, servants, employees, and all other persons in active concert, privity, or participation with them, permit an agent of Corbis to inspect their premises to ensure compliance with the Court's impoundment order issued under 17 U.S.C. §§ 503(a) and 1203(b)(2), as detailed in Corbis' *ex parte* motion;
8. For an order requiring the repatriation of any foreign assets of the defendants and that during the pendency of this action defendants' assets be frozen, as detailed in Corbis' *ex parte* motion;
9. For an order that during the pendency of this action defendants, including their directors, officers, agents, servants, employees, and all other persons in active

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- concert, privity, or participation with them, are required to maintain records and are enjoined from disposing of records, as detailed in Corbis' *ex parte* motion;
10. For an order under 17 U.S.C. §§ 502(a) and 1203(b)(1) permanently enjoining defendants, including their directors, officers, agents, servants, employees, and all other persons in active concert, privity, or participation with them, from directly or indirectly infringing any of the Corbis Images;
 11. For an order under 17 U.S.C. §§ 503(b) and 1203(b)(6) that all copies, electronic and physical, of any of the Corbis Images and all storage media on which such images are stored that are in defendants' possession, custody, or control, or impounded under 17 U.S.C. §§ 503(a) and 1203(b)(2), be destroyed, disposed of, or otherwise remedially modified;
 12. For an order requiring that defendants, including their directors, officers, agents, servants, employees, and all other persons in active concert, privity, or participation with them, permit an agent of Corbis to inspect their premises to ensure compliance with the Court's order under 17 U.S.C. §§ 503(b) and 1203(b)(6) regarding destruction, disposal, or remedial modification of copies of the Corbis Images and storage media on which such images are stored;
 13. For an order that defendants terminate the Internet websites www.templatemonster.com, www.ultravertex.com, www.template-tuning.com, www.template-help.com, www.template-delivery.com, www.mytemplatestorage.com, www.inverse-logic.com, www.site2you.com, and www.webdesign.org and transfer ownership of the above-referenced Internet domain names to Corbis;
 14. For triple damages under 18 U.S.C. § 1964(c);
 15. For triple damages under Fla. Ann. Stat. § 772.11;
 16. For compensatory damages for defendants' wrongful acts set out above and for punitive damages for defendants' willful and reckless indifference to Corbis'

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rights;

17. For an award of Corbis' actual damages and defendants' profits in such amounts as may be found under 17 U.S.C. §§ 504(b) and 1203(c)(2);
18. Alternatively, at Corbis' election, for statutory damages under 17 U.S.C. § 504(c) in an amount up to \$150,000 per image for a total of \$93,450,000.00, and under 17 U.S.C. § 1203(c)(3) in an amount up to \$25,000 per image for a total of \$15,575,000.00, for a combined total of up to \$109,025,000.00;
19. For an award of costs and attorney's fees pursuant to 17 U.S.C. §§ 505 and 1203 and 18 U.S.C. § 1964(c);
20. For an accounting and disgorgement of all gains, profits, and advantages derived from defendants' acts of infringement and other violations of law;
21. For a constructive trust for Corbis' benefit containing all gains, profits, and advantages derived from defendants' acts of infringement and other violations of law, including but not limited to funds held in bank accounts of defendants, including accounts maintained by their directors, officers, agents, servants, employees, and all other persons in active concert, privity, or participation with them, defendants' Internet domain names, and defendant Igor Lognikov's 2006 BMW 650i, VIN number WBAEK134X6CN77496;
22. For pre-judgment and post-judgment interest; and
23. For further damages according to proof and for such other and further relief as the Court deems just and equitable.

DATED: June 28, 2006

CASE NO. _____

Respectfully submitted,

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By: _____

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Facsimile: (650) 801-5100

EXHIBIT "A"

ImageID	Status	Copyright Date	Certificate
AX041216	Registered	1/9/2002	VA 1-182-002
RR014834	Registered	7/31/1998	VA 924-488
7226	Registered	6/5/2000	VA 1-021-388
WE001153	Registered	7/31/1998	VA 924-488
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AX012348	Registered	6/5/2000	VA 1-021-389
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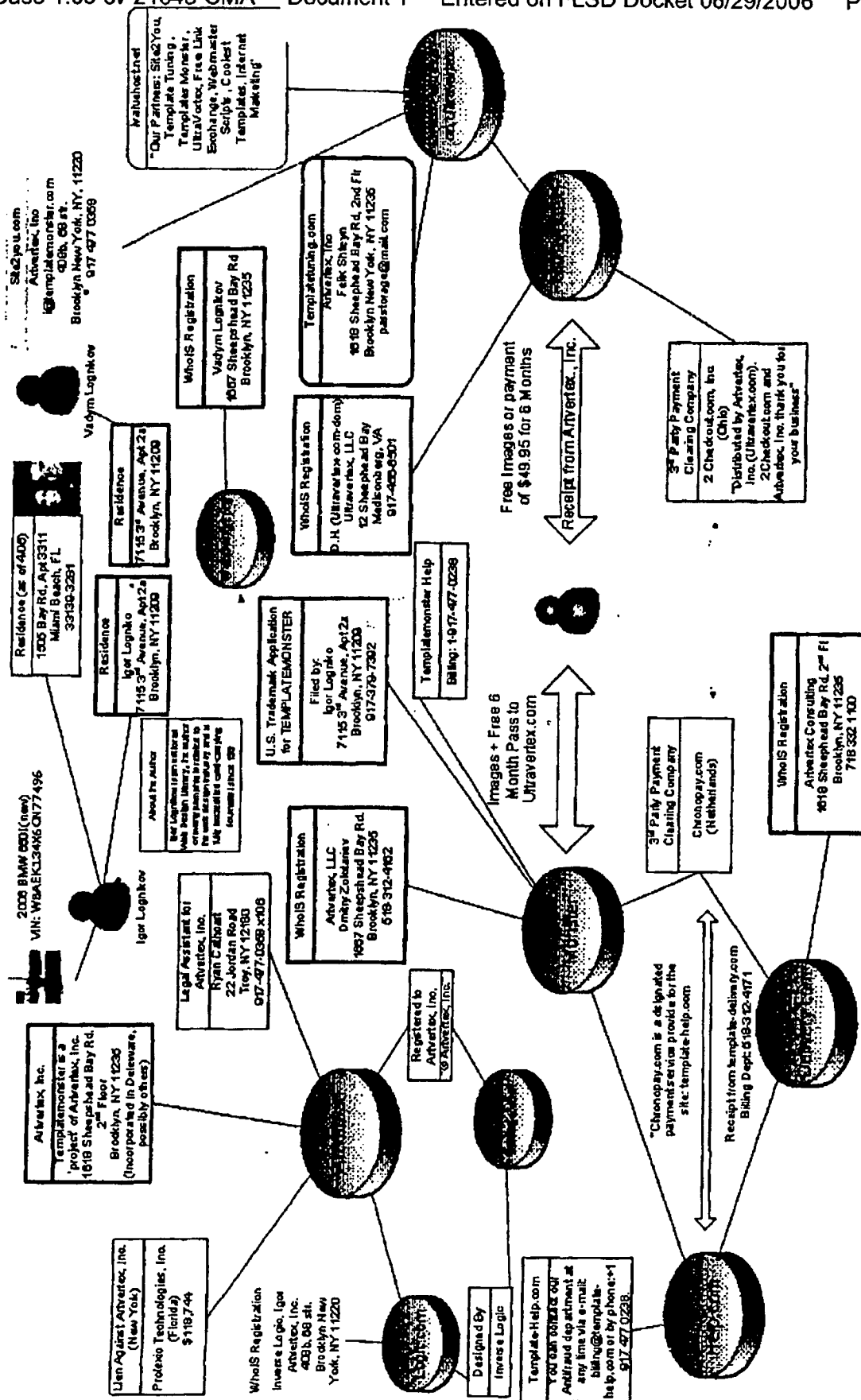
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PE-039-0414	Registered	8/15/2002	VA 1-145-485
PE-041-0530	Registered	8/15/2002	VA 1-145-485
PE-125-0281	Registered	8/15/2002	VA 1-145-485
PE-125-0356	Registered	8/15/2002	VA 1-145-485
PE-127-0310	Registered	8/15/2002	VA 1-145-485
PE-131-0103	Registered	8/15/2002	VA 1-145-485
PE-133-0187	Registered	8/15/2002	VA 1-154-033
PE-161-0184	Registered	8/15/2002	VA 1-145-485
PE-199-0105	Registered	8/15/2002	VA 1-145-485
PE-203-0130	Registered	8/15/2002	VA 1-145-485
PE-203-0264	Registered	8/15/2002	VA 1-145-485
RR007804	Registered	1/14/1999	VA 1-038-658
UB005113	Registered	11/6/1997	VA 863-783

US-484-0105	Registered	8/15/2002	VA 1-145-485
US-487-0103	Registered	8/15/2002	VA 1-145-485
WE001153	Registered	7/31/1998	VA 924-488
WE001153	Registered	7/31/1998	VA 924-488
WE001153	Registered	7/31/1998	VA 924-488
WE001153	Registered	7/31/1998	VA 924-488
WE001153	Registered	7/31/1998	VA 924-488
WE001153	Registered	7/31/1998	VA 924-488
WE001153	Registered	7/31/1998	VA 924-488
75181	Registered	3/16/2001	VA 1-115-519
IH205080	Registered	1/14/1999	VA 1-038-658
AD001240	Registered	1/14/1999	VA 1-038-658
BT001531	Registered	1/14/1999	VA 1-038-658
5648V1	Registered	6/5/2000	VA 1-021-388
6357	Registered	3/16/2001	VA 1-115-519
6596	Registered	3/16/2001	VA 1-115-519
31477	Registered	3/16/2001	VA 1-115-519
31515	Registered	6/5/2000	VA 1-021-388
53590	Registered	3/16/2001	VA 1-115-519
54105	Registered	3/16/2001	VA 1-115-519
54110	Registered	3/16/2001	VA 1-115-519
56837	Registered	3/16/2001	VA 1-115-519
57227	Registered	3/16/2001	VA 1-115-519
58374	Registered	3/16/2001	VA 1-115-519
58553	Registered	6/5/2000	VA 1-021-388
64061	Registered	3/16/2001	VA 1-115-519
67153	Registered	3/16/2001	VA 1-115-519
67839	Registered	3/16/2001	VA 1-115-519
71233	Registered	3/16/2001	VA 1-115-519
71281	Registered	1/14/1999	VA 1-038-658
71877	Registered	3/16/2001	VA 1-115-519
71962	Registered	3/16/2001	VA 1-115-519
72046	Registered	3/16/2001	VA 1-115-519

72385	Registered	3/16/2001	VA 1-115-519
72547	Registered	3/16/2001	VA 1-115-519
74150	Registered	3/16/2001	VA 1-115-519
75704	Registered	3/16/2001	VA 1-115-519
AABN001068	Registered	12/17/2001	VAu 524-351
AAHA001019	Registered	9/25/2002	VA 1-199-164
AM-001-0157	Registered	8/15/2002	VA 1-145-485
AM-128-0248	Registered	8/15/2002	VA 1-145-485
AM-129-0003	Registered	8/15/2002	VA 1-145-485
AR001027	Registered	7/31/1998	VA 924-488
AX032158	Registered	3/19/2001	VA 1-113-639
AX032355	Registered	3/19/2001	VA 1-113-639
AX032456	Registered	3/19/2001	VA 1-113-639
AX032855	Registered	3/19/2001	VA 1-113-639
AX032898	Registered	3/19/2001	VA 1-113-639
AX032944	Registered	3/19/2001	VA 1-113-639
NT5380012	Registered	8/15/2002	VA 1-145-485
NT5411926	Registered	8/15/2002	VA 1-145-485
NT5472994	Registered	8/15/2002	VA 1-145-485
68455	Registered	3/16/2001	VA 1-115-519
68463	Registered	3/16/2001	VA 1-115-519
68526V1	Registered	3/16/2001	VA 1-115-519
69596	Registered	3/16/2001	VA 1-115-519
75290	Registered	3/16/2001	VA 1-115-519
75727	Registered	3/16/2001	VA 1-115-519
75811	Registered	3/16/2001	VA 1-115-519
76180	Registered	1/14/1999	VA 1-038-658
AX001244	Registered	1/14/1999	VA 1-038-658
AX001471	Registered	1/14/1999	VA 1-038-658
AX010870	Registered	6/5/2000	VA 1-021-388
AX014774	Registered	6/5/2000	VA 1-021-389
AX016068	Registered	6/5/2000	VA 1-021-389

AX069417	Registered	8/26/2002	VA 1-152-436
AX069791	Registered	8/26/2002	VA 1-152-436
AX069875	Registered	8/26/2002	VA 1-152-436
AX928604	Registered	12/15/2001	VAu 537-691
CHI-07CG002-001	Registered	12/12/2001	VAu 546-092
FF001248	Registered	11/6/1997	VA 863-783
NT5466379	Registered	8/15/2002	VA 1-145-485
NT5469829	Registered	8/15/2002	VA 1-145-485
OR007839	Registered	7/31/1998	VA 924-488
US-276-0115	Registered	8/15/2002	VA 1-145-485
US-276-0116	Registered	8/15/2002	VA 1-145-485
US-276-0119	Registered	8/15/2002	VA 1-145-485
US-288-0111	Registered	8/15/2002	VA 1-145-485
US-336-0101	Registered	8/15/2002	VA 1-145-485
US-385-0135	Registered	8/15/2002	VA 1-145-485
US-385-0138	Registered	8/15/2002	VA 1-145-485
US-385-0142	Registered	8/15/2002	VA 1-145-485
US-488-0155	Registered	8/15/2002	VA 1-154-033
US-488-0159	Registered	8/15/2002	VA 1-154-033
US-489-0109	Registered	8/15/2002	VA 1-145-485
US-494-0101	Registered	8/15/2002	VA 1-154-033
US-558-0103	Registered	8/15/2002	VA 1-145-485
US001547	Registered	1/14/1999	VA 1-038-658
YA017040	Registered	1/14/1999	VA 1-038-658
ZZFM001119	Registered	1/8/2001	VA 1-108-940

EXHIBIT "B"



JS 44 (Rev. 11/03)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

NOTICE: ATTORNEYS MUST SIGN AND DATE THIS COVER SHEET

I. (a) PLAINTIFFS

Corbis Corporation

(b) County of Residence of First Listed Plaintiff King County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Lori A. Sochin, Esq., Ronnie Fernandez, Esq., Greenberg Traurig, P.A.,
1221 Brickell Avenue, Miami, Florida 33131
(305) 579-0500

DEFENDANTS

Igor Lognikov; Artvertex, Inc.; Artvertex, LLC; Artvertex
Consulting; Ultravertex LLC; Ultravertex.Com, Inc.; et al.

(b) County of Residence of First Listed Defendant Miami-Dade County
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT
LAND INVOLVED.

Attorneys (If Known)

(d) Check County Where Action Arose: ☒ MIAMI-DADE ☐ MONROE ☐ BROWARD ☐ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE
HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☐ 1 ☐ 1 Incorporated or Principal Place of Business in This State
Citizen of Another State ☐ 2 ☐ 2 Incorporated and Principal Place of Business in Another State
Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 4 ☐ 4

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veterans' Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 193 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 313 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1393ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 243 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 490 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Re-filed (see VI below) ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S).

(See instructions second page):

a) Re-filed Case ☐ YES ☒ NOb) Related Cases ☐ YES ☒ NO

JUDGE

DOCKET NUMBER

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. §§ 1331 and 1338(a) and 18 U.S.C. § 1964

LENGTH OF TRIAL via _____ days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD

DATE

FOR OFFICE USE ONLY
AMOUNT RECEIVED

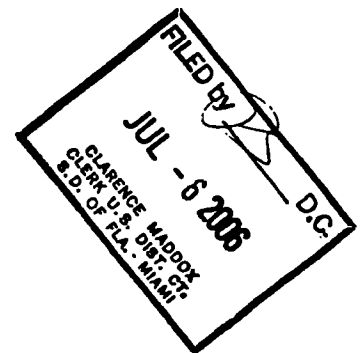
DATE

6/28/06
942744
06/29/06

EXHIBIT 4

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 06-21643-Civ-Altonaga/Turnoff



CORBIS CORPORATION,

Plaintiff,

vs.

IGOR LOGNIKOV; ARTVERTEX, INC.;
ARTVERTEX, LLC; ARTVERTEX
CONSULTING; ULTRAVERTEX LLC;
ULTRAVERTEX.COM, INC.;
ULTRAVERTEX, INC.;
TEMPLATEMONSTER.COM; TEMPLATE
TUNING; TEMPLATE-HELP.COM;
TEMPLATE-DELIVERY.COM;
MYTEMPLATESTORAGE.COM;
INVERSE-LOGIC; SITE2YOU.COM;
CALLAWAY ALLIANCE, INC.; COLMAN
ALLIANCE LLC; WEB DESIGN LIBRARY;
and DOES 1-50,

Defendants.

**ORDER GRANTING CORBIS CORPORATION'S APPLICATION
FOR A PRELIMINARY INJUNCTION; FOR IMPOUNDMENT;
FOR INSPECTION OF THE PREMISES; FOR A FREEZE
AND REPATRIATION OF ASSETS; AND FOR RETENTION OF RECORDS**

The Court this day, July 6, 2006, has before it the following papers submitted by plaintiff Corbis Corporation ("Corbis"): the Complaint filed in this action, an *Ex Parte* Application for a Temporary Restraining Order and for Order to Show Cause re: Preliminary Injunction, the supporting Memorandum of Points and Authorities, the supporting Declarations of David Weiskopf, Michael F. Falsone, Eric A. Berger, Andrew Oberfeldt, and Laura C. Pirri and

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the Exhibits in support thereof, the Certificates of Service, and the oral and documentary testimony presented at the time of hearing.

Upon reading the papers on file in this action, and upon hearing and considering the arguments presented by counsel, the Court finds that there is good cause, and this is a proper case, for granting a preliminary injunction. Accordingly, pursuant to Rule 65(d) of the Federal Rules of Civil Procedure, the Court finds as follows:

1. Corbis has established that it is probable that Corbis will prevail at trial on the merits of its claims for relief against the defendants, and each of them;
2. There is a reasonable likelihood that Corbis will be irreparably injured if this preliminary injunction is not granted;
3. The balance of hardship tips sharply in Corbis' favor in that the hardship to defendants if this preliminary injunction is granted is outweighed by the hardship to Corbis if it is not granted; and
4. Entry of the preliminary injunction will serve the public interest.

ORDER TO CEASE AND DESIST COPYRIGHT INFRINGEMENT

NOW, THEREFORE, IT IS HEREBY ORDERED THAT the defendants, Igor Lognikov; Artvertex, Inc.; Artvertex, LLC; Artvertex Consulting; Ultravertex LLC; Ultravertex.com, Inc.; Ultravertex, Inc.; TemplateMonster.com; Template Tuning; Template-Help.com; Template-Delivery.com; MyTemplateStorage.com; Inverse-Logic; Site2You.com; Callaway Alliance, Inc.; Colman Alliance LLC; and Web Design Library (hereafter collectively, the "Defendants") and each of them, their agents, servants, and employees, all persons acting or purporting to act under their authority, direction, or control, and all persons acting in concert or

in participation with any of them who receive notice of this Order, shall be and are immediately restrained and enjoined pending final judgment in this action, or until otherwise ordered by this Court, from each and all of the following:

1. All copying, duplicating, reproduction or creation of derivative works of any images shown in Attachment A for which Corbis holds a United States Copyright Office registration certificate identified in Attachment B (hereinafter, the "Corbis Images").

2. All further publication, distribution, broadcasting or marketing of any of the Corbis Images;

3. Failing to disclose to Corbis' counsel of record within 12 hours of the receipt of this preliminary injunction: (a) the names, addresses, telephone numbers, facsimile numbers and email addresses (to the extent available to the Defendants, or any of them) of any and all persons that are participating or have been at any time participating in the copying, duplicating, reproducing, creating derivative works, publishing, distributing, broadcasting or marketing of any of the Corbis Images (hereinafter "Participating Third Parties").

4. Failing to notify orally and in writing, within 12 hours of the receipt of the preliminary injunction, all Participating Third Parties of this preliminary injunction (including providing a copy of the same to them), and instructing them that they are to immediately cease any further such copying, duplicating, reproducing, creating derivative works, publishing, distributing, broadcasting or marketing of Corbis Images.

5. Failing to obtain, within 48 hours of the receipt of the preliminary injunction, from all Participating Third Parties all copies of any of the Corbis Images.

6. Destroying, altering, or concealing any and all documentation of any kind, including electronic documentation (such as email, or computer generated or store data), relating

to the creation, development, production, distribution, publication, broadcast, copying, reproduction and/or creation of derivative works of any of the Corbis Images.

7. Failing to cease the distribution, broadcast or transmission of any webpage or portion of any website on which any of the Corbis Images is located, including, but not limited to, www.templatemonster.com, www.ultravertex.com, www.templateuning.com, www.template-help.com, www.template-delivery.com, www.mytemplatestorage.com, www.inverse-logic.com, www.site2you.com, and www.webdesign.org.

8. Failing to turn over for impoundment, to remain in the custody of Corbis' counsel during the pendency of this action, all copies, electronic and physical, in the defendants' possession, custody, or control of any of the Corbis Images, including but not limited to all copies of the Corbis Images and all storage media, including but not limited to computer disks, hard drives, servers, CDs, DVDs, and storage tapes, on which defendants have stored such images.

9. Failing to permit an agent of Corbis to inspect their premises to ensure compliance with the Court's impoundment order.

ORDER TO FREEZE ASSETS

IT IS FURTHER ORDERED THAT the Defendants and their officers, agents, directors, servants, employees, salespersons, independent contractors, attorneys, distributors, corporations, subsidiaries, affiliates, successors, assigns, and those persons or entities in active concert or participation with them who receive actual notice of the order by personal service, facsimile, or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, or any of them, except as agreed to in writing by counsel for Corbis, or as directed by further order of the Court, are hereby restrained and enjoined from directly or indirectly:

1. Selling, liquidating, assigning, transferring, converting, loaning, encumbering, pledging, concealing, dissipating, spending, withdrawing, or otherwise disposing of any funds, real or personal property, or other assets or any interest therein, wherever located, including any assets outside the territorial United States, which are: (a) in the actual or constructive possession of any of the Defendants; (b) owned or controlled by, or held, in whole or in part, for the benefit of, or subject to access by, or belonging to, any of the Defendants; or (c) in the actual or constructive possession of, or owned or controlled by, or subject to access by, or belonging to, any corporation, partnership, trust or any other entity directly or indirectly owned, managed, or controlled by, or under common control with, any of the Defendants, including, but not limited to, the 2006 BMW 650i, VIN number WBAEK134X6CN77496, registered to Igor Lognikov, any assets held by or for any of the Defendants at any bank or savings and loan institution, or with any broker-dealer, escrow agent, title company, commodity trading company, precious metal dealer, payment service provider, or other financial institution or depository of any kind.

2. Opening or causing to be opened any safe deposit boxes titled in the name of any of the Defendants, or subject to access by any of the Defendants;

3. Incurring charges on any credit card issued in the name, singly or jointly, of any of the Defendants;

4. The funds, property and assets affected by this Section shall include both existing assets and assets acquired after the effective date of the order, including without limitation, those acquired by loan or gift. The Defendants shall hold all assets, including without limitation, payments, loans, and gifts, received after service of the Court's order; and

5. Notwithstanding the asset freeze provisions above, the Defendants may pay reasonable, usual, ordinary, and necessary living expenses, and reasonable attorney's fees, after written prior approval by Corbis or as authorized by the Court.

For the purpose of this order, "asset" or "assets" means any legal or equitable interest in, right to, or claim to, any real and for personal property, including without limitation, chattels, goods, instruments, equipment, fixtures, general intangibles, leaseholds, mail or other deliveries, inventory, checks, notes, accounts, credits, contracts, receivables, shares of stock, and all cash, wherever located.

IT IS FURTHER ORDERED THAT any financial institution, person who at the time of receipt of a copy of this preliminary injunction is a creditor of any of the Defendants, or any person or other entity served with a copy of the Court's order, or who otherwise has actual knowledge of the order, that has possession, custody, or control of any account, asset, or document held on behalf of, or relating or belonging to, any of the Defendants, shall:

1. Hold and retain within such entity's or person's control, and prohibit the withdrawal, removal, assignment, transfer, pledge, hypothecation, encumbrance, disbursement, dissipation, conversion, sale, liquidation, or other disposal of any funds, documents, property, or other assets held by or under such entity's or person's control: (a) on behalf of, or for the benefit of any of the Defendants or other party subject to the asset freeze above; (b) in any account maintained in the name of, or subject to withdrawal by, any of the Defendants or other party subject to the asset freeze above; (c) that are subject to access or use by, or under the signatory power of, any of the Defendants or other party subject to the asset freeze above;

2. Deny access to any safe deposit boxes that are either: (a) titled in the name, individually or jointly, of any of the Defendants or other party subject to the asset freeze above;

or (b) subject to access by any of the Defendants or other party subject to the asset freeze above;

3. Provide to counsel for Corbis, within three (3) business days, a statement setting forth: (a) the identification of each account or asset titled in the name, individually or jointly, or held on behalf of, or for the benefit of any of the Defendants or other party subject to the asset freeze above, whether in whole or in part; (b) the balance of each such account, or a description of the nature and value of such asset; (c) the identification of any safe deposit box that is either titled in the name of, individually or jointly, or is otherwise subject to access or control by any of the Defendants or other party subject to the asset freeze above, whether in whole or in part; and if the account, safe deposit box, or other asset has been closed or removed, the date closed or removed and the balance on said date;

The accounts subject to this provision include existing assets and assets deposited after the effective date of the order. This Section shall not prohibit transfers in accordance with any provision of the order, or any further order of the Court; and

Corbis is granted leave, pursuant to Fed. R. Civ. P. 45, to subpoena documents immediately from any such financial institution, account custodian, or other entity concerning the nature, location, status, and extent of any of the Defendants' assets, as well as compliance with the Court's order, and such financial institution, account custodian or other entity shall respond to such subpoena within five (5) business days after service.

ORDER TO REPATRIATE ASSETS AND RECORDS

IT IS FURTHER ORDERED THAT the Defendants repatriate documents and assets as follows:

1. Within three (3) business days following service of this preliminary injunction, take such steps as are necessary to repatriate to the United States all documents and assets that

are located outside of such territory and are held by or for any of the Defendants or are under any of the Defendants' direct or indirect control, jointly, severally, or individually;

2. Within three (3) business days following service of this preliminary injunction, provide Corbis with a full accounting of all documents and assets that are located outside of the territory of the United States or that have been transferred to the territory of the United States pursuant to Subsection 1 above and are held by or for any of the Defendants or are under any of the Defendants' direct or indirect control, jointly, severally, or individually, including the names and addresses of any foreign or domestic financial institution or other entity holding the assets, along with the account numbers and balances;

3. Hold and retain all repatriated documents and assets and prevent any transfer, disposition, or dissipation whatsoever of any such documents or assets; and

4. Within three (3) business days following service of this preliminary injunction, provide Corbis access to the Defendants' records and documents held by financial institutions or other entities outside the territorial United States, by signing and delivering to Corbis' counsel the Consent to Release of Financial Records attached to the Court's order as Attachment C.

ORDER TO RETAIN RECORDS

IT IS FURTHER ORDERED THAT that the Defendants, and their officers, agents, directors, servants, employees, salespersons, independent contractors, attorneys, distributors, corporations, subsidiaries, affiliates, successors, assigns, and those persons or entities in active concert or participation with the Defendants who receive actual notice of the order by personal service, facsimile, or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, or any of them, are hereby preliminarily enjoined from:

CASE NO. 06-21643-Civ-Altonaga/Turnoff

1. Failing to make and keep books, records, accounts, bank statements, current accountants' reports, general ledgers, general journals, cash receipts ledgers, cash disbursements ledgers and source documents, documents indicating title to real or personal property, and any other data which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of defendants; and

2. Destroying, erasing, mutilating, concealing, altering, transferring or otherwise disposing of, in any manner, directly or indirectly, any copies of the Corbis Images or documentation reflecting the receipt or procurement by any of the Defendants of any of the Corbis Images or any transmission or distribution of the same to any person; contracts; agreements; customer files; customer lists; customer addresses and telephone numbers; correspondence; advertisements; brochures; sales material; training material; sales presentations; documents evidencing or referring to any of the Defendants' products or services; data; computer tapes; disks; or other computerized records; books; written or printed records; handwritten notes; telephone logs; "verification" or "compliance" tapes or other audio or video tape recordings; receipt books; invoices; postal receipts; ledgers; personal and business canceled checks and check registers; bank statements; appointment books; copies of federal, state or local business or personal income or property tax returns; and other documents or records of any kind, including electronically-stored materials, that relate to the business practices or business or personal finances of any of the Defendants or other entities directly or indirectly under the control of the Defendants.

ORDER TO COMMENCE DISCOVERY

IT IS FURTHER ORDERED THAT the parties are exempted from the requirements of Rule 26(f) of the Federal Rules of Civil Procedure. Discovery shall commence immediately.

No later than ten (10) days after service of this Order on any Defendant, such Defendant is hereby ordered to inform Corbis in writing of the names, business addresses, business telephone numbers, business email addresses, home addresses, home telephone numbers, home email addresses, and other contact information of the officers and shareholders of such Defendant and of each and every other Defendant entity of which the served Defendant has knowledge or information. The information shall be provided under oath and verified by an appropriate officer of any responding corporate Defendant and for any individual Defendant by such individual.

Defendants, or any of them, may serve discovery by serving any discovery requests to Corbis' counsel of record in this action. Corbis may serve its discovery requests, whether directed to any Defendant or to any third party, on Defendants by email at the following email addresses:

chief@templatemonster.com, i@templatemonster.com, billing@templatemonster.com,
support@mytemplatestorage.com, marketing@templatemonster.com,
piracy@templatemonster.com, jobs@templatemonster.com, haust@europe.com,
billing@template-help.com, david@template-help.com, support@templatetuning.com,
allan@templatetuning.com, ccare@templatetuning.com, passtorage@mail.com, and
steve.chizmar@templatemonster.com.

* * *

CASE NO. 06-21643-Civ-Altonaga/Turnoff

IT IS FURTHER ORDERED THAT this Order be served on the Defendants by email to the above-identified email addresses on or before July 10, 2006.

Dated: July 6, 2006

Cecilia M. Altonaga
UNITED STATES DISTRICT COURT JUDGE

Copies furnished to:

Lori A. Sochin, Esq.
Ronnie Fernandez, Esq.

ATTACHMENT C

Consent to Release of Financial Records

I, an officer of _____, do hereby direct any bank, trust company, or financial institution at which _____ has an account, and its officers, employees, and agents to disclose all information and deliver copies of all documents of every nature in their possession or control that relate to any such accounts to any attorney of the Corbis Corporation, and to give evidence relevant thereto, in the matter of the *Corbis Corporation v. Lognikov et al.*, Case No. 06-21643-CIV, now pending in the United States District Court for the Southern District of Florida, and this shall be irrevocable authority for so doing.

This direction is intended to apply to the laws of countries other than the United States that restrict or prohibit the disclosure of financial information without the consent of the holder of the account, or its officers, and shall be construed as consent with respect thereto.

Dated: _____

Name and Title: _____

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 06-21643-CW-Alfonso

- ☐ **DUE TO POOR QUALITY, THE ATTACHED
DOCUMENT IS NOT SCANNED**
-

ATTACHMENT(S) NOT SCANNED

- ☐ VOLUMINOUS (exceeds 999 pages = 4 inches)
☐ BOUND EXTRADITION PAPERS
☐ ADMINISTRATIVE RECORD (Social Security)
☐ ORIGINAL BANKRUPTCY TRANSCRIPT
☐ STATE COURT RECORD (Habeas Cases)
☐ SOUTHERN DISTRICT TRANSCRIPTS
☐ LEGAL SIZE
☐ DOUBLE SIDED
☒ PHOTOGRAPHS
☐ POOR QUALITY (e.g. light print, dark print, etc.)
☐ SURETY BOND (original or letter of undertaking)
☐ CD's, DVD's, VHS Tapes, Cassette Tapes
☐ OTHER = _____

EXHIBIT "A" AND "B"

PLEASE REFER TO COURT FILE

EXHIBIT 5

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 06-21643-CIV-ALTONAGA/Turnoff

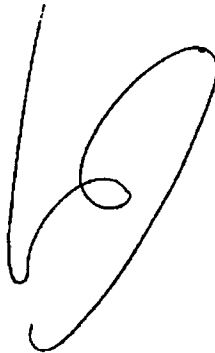
CORBIS CORPORATION,

Plaintiff,

vs.

IGOR LOGNIKOV; ARTVERTEX, INC.;
ARTVERTEX, LLC; ARTVERTEX
CONSULTING; ULTRAVERTEX LLC;
ULTRAVERTEX.COM, INC.;
ULTRAVERTEX, INC.;
TEMPLATEMONSTER.COM; TEMPLATE
TUNING; TEMPLATE-HELP.COM;
TEMPLATE-DELIVERY.COM;
MYTEMPLATESTORAGE.COM;
INVERSE-LOGIC; SITE2YOU.COM;
CALLAWAY ALLIANCE, INC.; COLMAN
ALLIANCE LLC; WEB DESIGN LIBRARY;
and DOES 1-50,

Defendants.



NIGHT BOX
FILED

JUL 25 2006

CLERK, U.S. DISTRICT COURT

**CORBIS CORPORATION'S EX PARTE MOTION FOR AN ORDER TO SHOW CAUSE
WHY DEFENDANTS ARE NOT IN CONTEMPT OF THE COURT'S
TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

Plaintiff Corbis Corporation ("Corbis") hereby moves ex parte for an Order To Show Cause why the defendants Igor Lognikov; Artvertex, Inc.; Artvertex, LLC; Ultravertex LLC; Ultravertex.com, Inc.; Ultravertex, Inc.; TemplateMonster.com; Template Tuning; Template-Help.com; Template-Delivery.com; MyTemplateStorage.com; Inverse-Logic; Site2You.com; Callaway Alliance, Inc.; Colman Alliance LLC; and Web Design Library; (hereafter collectively, "Defendants") are not in contempt of this Court's Temporary Restraining Order, dated June 29, 2006, and Preliminary Injunction, dated July 6, 2006. Corbis' motion is based on the following papers: the *Ex Parte* Motion for an Order To Show Cause Why Defendants Are Not in



Contempt of the Court's Temporary Restraining Order and Preliminary Injunction, the supporting Memorandum of Points and Authorities, the supporting Declarations of Laura C. Pirri and Ronnie Fernandez and the Exhibits in support thereof, the Request for Expedited Hearing, and all other papers on file in this action.

This motion is brought on the grounds that the Defendants are in blatant violation of no less than twelve provisions of the Court's Temporary Restraining Order and Preliminary Injunction (collectively, the "Orders"). Pursuant to Local Rule 7.1(A)(3), undersigned counsel certifies that counsel for Corbis has conferred with defendants' counsel in a good faith effort to resolve the issues raised in this motion and has been unable to do so.

Specifically, on July 11, 2006, before the defendants appeared by counsel in the action, a person in the Legal Department of the defendant TemplateMonster.com telephoned counsel for Corbis. On the telephone call, Corbis's counsel asked the Legal Department representative to confirm that the defendants would comply with the Preliminary Injunction. The Legal Department representative replied that the defendants would not comply because they considered the Orders extreme and viewed themselves outside the Court's jurisdiction. On July 12, 2006, after defendants' counsel appeared, counsel for Corbis again asked that the defendants remedy immediately their violations of the Temporary Restraining Order and Preliminary Injunction. Counsel for Corbis identified with particularity the provisions that the defendants had violated. Defendants' counsel provided a cursory reply, failing to address most of the provisions identified and claiming compliance based on obviously false representations. On July 24, Corbis's counsel again insisted that the defendants comply with the same provisions. The defendants' response again was woefully incomplete and even controverted by representations made by the defendants on their own websites and in their press releases. Because the defendants are willfully refusing to comply with the Court's orders, Corbis brings this motion.

Corbis therefore requests that the Court schedule a hearing on an Order To Show Cause why the Defendants should not be (1) found in contempt for violating the terms of the Temporary Restraining Order and Preliminary Injunction; (2) compelled to comply with the

Preliminary Injunction; (3) ordered to pay a daily monetary fine in an amount to be determined by the Court for each additional day of noncompliance; (4) barred from filing any papers with the Court, demanding or obtaining discovery pursuant to outstanding discovery requests, serving new discovery, attending hearings, and otherwise defending this action for the duration of their noncompliance; or, alternatively, held to have defaulted with a default judgment entered against them; and (5) ordered to reimburse Corbis for its attorneys' fees incurred in brining this motion in an amount to be determined.

Respectfully submitted,

QUINN EMANUEL URQUHART
OLIVER & HEDGES, LLP
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-and-

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By: 

LORI A. SOCHIN
Florida Bar No. 013048
RONNIE FERNANDEZ
Florida Bar No. 336520

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 26th day of July, 2006, a true and correct copy of the foregoing was sent via facsimile, electronic mail, and U.S. Mail to **Richard S. Ross, Esq.**, Atrium Centre, 4801 S. University Drive, Suite 237, Ft. Lauderdale, FL 33328, and by electronic mail to all Defendants pursuant to the Court's Order Authorizing Service of Process Via Alternative Means at the following e-mail addresses:

allan@templatetuning.com; belarus_minsk@mail.ru; billing@template-help.com;
billing@templatemonster.com; ccare@templatetuning.com; checkout@template-
help.com; chief@templatemonster.com; david@template-help.com;
haust@europe.com; i@templatemonster.com; info@ultravertex.com;
jobs@templatemonster.com; marketing@templatemonster.com;
passtorage@mail.com; piracy@templatemonster.com;
steve.chizmar@templatemonster.com; support@mytemplatetuning.com;
support@site2you.com; support@templatetuning.com; tuning-support@template-
help.com; admin@atomictemplates.com; vadyam@templatemonster.com;
vipresellers-payments@template-help.com



RONNIE FERNANDEZ

EXHIBIT 6

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 06-21643-CIV-ALTONAGA/Turnoff

CORBIS CORPORATION,

Plaintiff,

vs.

IGOR LOGNIKOV; ARTVERTEX, INC.;
ARTVERTEX, LLC; ARTVERTEX
CONSULTING; ULTRAVERTEX, LLC;
ULTRAVERTEX.COM, INC.;
ULTRAVERTEX, INC.;
TEMPLATEMONSTER.COM; TEMPLATE
TUNING; TEMPLATE-HELP.COM;
TEMPLATE-DELIVERY.COM;
MYTEMPLATESTORAGE.COM;
INVERSE-LOGIC; SITE2YOU.COM;
CALLAWAY ALLIANCE, INC.; COLMAN
ALLIANCE LLC; WEB DESIGN LIBRARY;
and DOES 1-50.

Defendants.

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF
CORBIS CORPORATION'S EX PARTE MOTION FOR AN ORDER TO SHOW CAUSE
WHY DEFENDANTS ARE NOT IN CONTEMPT OF THE COURT'S
TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

Plaintiff Corbis Corporation ("Corbis") respectfully submits the following Memorandum of Points and Authorities in Support of its *Ex Parte* Motion for an Order To Show Cause Why Defendants Are Not in Contempt of the Court's Temporary Restraining Order and Preliminary Injunction.

PRELIMINARY STATEMENT

The defendants in this action are engaged in large-scale international trafficking in pirated images. After Corbis introduced evidence of exact copies of more than 600 of Corbis's copyrighted images displayed without authorization on a defendant website, the Court entered both a temporary restraining order and preliminary injunction against the defendants. Given the

CASE NO. 06-21643-CIV-ALTONAGA/Turnoff

considerable evidence that the defendants were secreting their whereabouts by using fictitious entities with invalid business addresses, the Court not only enjoined the defendants from infringing Corbis's images, but also took measures to preserve the status quo, including freezing the defendants' assets, requiring the retention of records, requiring repatriation of foreign assets and documents, and ordering the impoundment of all copies of Corbis's images. The defendants are now in blatant contempt of no less than twelve provisions of the Court's orders.

After receiving notice of the temporary restraining order, the defendants immediately violated the asset freeze provisions by transferring what may be their most valuable asset, the Internet domain name <templatemonster.com>, out of the country. They also rushed to withdraw funds from their online payment service provider accounts, and when they found them frozen pursuant to the temporary restraining order, they barraged the payment service providers with almost daily complaints and threats of legal action if the providers did not release the funds. There was no question that the defendants willfully and deliberately intended to flout the temporary restraining order. Before retaining counsel, the defendants telephoned counsel for Corbis and informed counsel that they did not intend to comply because they considered the Court's orders extreme and viewed themselves outside the Court's jurisdiction.

Since retaining counsel, the defendants have continued their shameless tactics of evading compliance. They have claimed compliance based on obviously false representations such as that the defendants have no assets or accounts in the United States or abroad. What little information the defendants have provided is woefully incomplete and controverted by representations made on the defendants' own websites and in their press releases. This blatant contradiction of the defendants' statements shows that the defendants are either committing fraud on this Court or on the public at large (or both).

Despite Corbis's repeated insistence that the defendants comply immediately with the provisions of the Court's temporary restraining order and preliminary injunction, the defendants

CASE NO. 06-21643-CIV-ALTONAGA/Turnoff

are still affirmatively violating and deliberately failing to comply with the orders. The Court should therefore issue an order to show cause why the defendants should not be (1) found in contempt for violating the terms of the temporary restraining order and preliminary injunction; (2) compelled to comply with the preliminary injunction; (3) ordered to pay a daily monetary fine in an amount to be determined by the Court for each additional day of noncompliance; (4) barred from filing any papers with the Court, demanding or obtaining discovery pursuant to outstanding discovery requests, serving new discovery, attending hearings, and otherwise defending this action for the duration of their noncompliance; or, alternatively, held to have defaulted with a default judgment entered against them; and (5) ordered to reimburse Corbis for its attorneys' fees incurred in bringing this motion in an amount to be determined.

STATEMENT OF FACTS

A. Defendants Had Notice of the Temporary Restraining Order and Preliminary Injunction Hearing by At Least July 3, 2006.

The Court entered the temporary restraining order on June 29, 2006, enjoining the defendants from distributing the Corbis Images, ordering the defendants to disclose certain contact and other identifying information, ordering defendants' assets frozen and repatriated to the United States, their records retained and repatriated, all copies of the Corbis Images impounded, and other measures intended to preserve the status quo. *See* Order on Corbis Corporation's Ex Parte Application for Temporary Restraining Order and Order To Show Cause re: Preliminary Injunction; for Impoundment; for Inspection of the Premises; for a Freeze and Repatriation of Assets; and for Retention of Records (hereafter "Temporary Restraining Order") (filed Jun. 29, 2006). The Court also issued an order to show cause regarding a preliminary injunction and set hearing for July 6, 2006 at 9:30 a.m. *See id.* at 10. On June 30, 2006, Corbis served the temporary restraining order and all other papers on file on the defendants by email pursuant to the Court's order authorizing email service. *See* Certificate of Service by Alternative

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Means. Corbis also served the temporary restraining order and all papers on the defendants by additional means—on family members residing at the Miami Beach, Florida home of defendant Igor Lognikov, at all of the business locations identified on the defendants' websites and in their domain name registrations, and on Artvertex, Inc.'s registered agent for service of process.¹

As of July 3, 2006, at least some if not all of the defendants were aware of this lawsuit and the Court's temporary restraining order. In a purported press release dated July 3 on its website, TemplateMonster.com represented that it was recently made aware of the misuse of the Corbis Images. *See Declaration of Laura C. Pirri in Support of Corbis Corporation's Application for a Preliminary Injunction* ¶ 10 & Exh. B (filed July 5, 2006). In addition, in a July 5 telephone call with the Copyright Officer of TemplateMonster.com, Corbis's counsel provided the time, date, and location of the hearing on the preliminary injunction and advised that the defendants have an attorney appear at the hearing. *Id.* at ¶ 2. That same day, Corbis's counsel sent email to the Copyright Officer again providing the time, date, and location of the hearing on the preliminary injunction and enclosing copies of the temporary restraining order and all other papers filed in the case. *Id.* ¶¶ 8-9; *see also* Certificate of Service via E-Mail Upon Steve Chizmar.

Despite notice to the defendants of the preliminary injunction hearing, no defendant opposed the injunction. A man who identified himself as Vladimir Khomenko and as a friend of the defendants did appear before the Court at the preliminary injunction hearing. *See*

¹ *See* the Returns of Service on file with the Court showing service on the defendants:

(1) On July 3, 2006 at Igor Lognikov's home at 1504 Bay Road, Apt. 3311, Miami Beach, Florida 33139;

(2) On July 5 at the following addresses on the defendants' websites and in their domain name registrations: 1618 Sheepshead Bay Road, Second Floor, Brooklyn NY, 11235; 1667 Sheepshead Bay Road, Brooklyn NY, 11235; 7115 3rd Avenue, Apt. 2A, Brooklyn NY 11209; 408B 68th Street, Brooklyn NY 11220; and 350 Jordan Road, Troy, New York 12180; and

(3) On July 5, 2006, on Artvertex, Inc.'s registered agent for service of process, Delaware Professional Services Corp. at 1201 N. Orange Street, Wilmington Delaware 19801.

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Declaration of Ronnie Fernandez in Support of Corbis Corporation's Ex Parte Motion for an Order To Show Cause Why Defendants Are Not in Contempt ¶ 2 (hereafter "July 25 Fernandez Decl."). However, Mr. Khomenko stated no opposition to the preliminary injunction on his own behalf or on behalf of any of the defendants.²

On July 6, the Court converted the temporary restraining order to a preliminary injunction. See Order Granting Corbis Corporation's Application for a Preliminary Injunction; for Impoundment; for Inspection of the Premises; for a Freeze and Repatriation of Assets; and for Retention of Records (hereafter "Preliminary Injunction") (filed July 6, 2006). That same day, Corbis served the preliminary injunction on the defendants by email pursuant to the Court's order. See Certificate of Service of Order Granting Corbis Corporation's Application for a Preliminary Injunction.

B. Defendants Actively Flouted and Sought To Evade the Asset Freeze Provisions of the Temporary Restraining Order and Preliminary Injunction.

In outright violation of the asset freeze provisions of the Court's orders, the defendants, after receiving notice of the temporary restraining order, transferred what may be their most valuable asset, the Internet domain name <templatemonster.com>, out of the country. See Declaration of Laura C. Pirri in Support of Corbis Corporation's Ex Parte Motion for An Order To Show Cause Why Defendants Are Not in Contempt (hereafter "July 25 Pirri Decl.") ¶¶ 2-4 & Exhs. A-D (filed herewith). Both the temporary restraining order and preliminary injunction enjoined the defendants from transferring, withdrawing, or otherwise disposing of their personal property and assets, including intangibles like Internet domain names. See Temporary Restraining Order pp. 4-5 ¶ 1, p. 6; Preliminary Injunction pp. 4-5 ¶ 1, p. 6; *accord Kremen v.*

² Mr. Khomenko again appeared before the Court in the company of the defendants' counsel of record at the hearing on the Defendants' Emergency Motion for an Order Compelling Plaintiff To Produce Federal Rule of Civil Procedure 26(a)(1) Disclosures. See July 25 Fernandez Decl. ¶ 4.

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Cohen, 337 F.3d 1024, 1030 (9th Cir. 2003) (an Internet domain name is intangible personal property). On or about July 5, 2006—after receiving notice of the temporary restraining order—defendants transferred the <templatemonster.com> domain name from the possession and control of a domain name registrar based in Arizona to one based in Moscow, Russia. See July 25 Pirri Decl. ¶¶ 2-4 & Exhs. A-D. Domain name registration records show that the transfer was complete on or about July 6 or 7, 2006. See *id.* ¶ 3, Exh. B.

Defendants have also actively sought to evade the Court's orders by repeatedly attempting to withdraw funds from their account with the online payment service provider Moneybookers Ltd. (hereafter "Moneybookers"). See *id.* ¶ 5; Declaration of Paul Rawlinson in Support of Corbis Corporation's Opposition To Defendants' Emergency Motion To Compel Initial Disclosures (hereafter "Rawlinson Decl.") ¶¶ 2-4 (filed July 17, 2006). Both the temporary restraining order and preliminary injunction enjoined the defendants from withdrawing, spending, or otherwise disposing of funds held by payment service providers. See Temporary Restraining Order pp. 4-5 ¶ 1; Preliminary Injunction pp. 4-5 ¶ 1. On or about July 5, defendants attempted to withdraw funds from a Moneybookers account held by TemplateMonster.com. See July 25 Pirri Decl. ¶ 5. Upon information that Moneybookers had frozen the account in response to the Court's temporary restraining order, defendants demanded immediate release of the funds in the account and threatened legal action against Moneybookers if it did not immediately release the funds. See Rawlinson Decl. ¶ 2-4. During the first several weeks of July 2006, Moneybookers received complaints and threats of legal action approximately every other day from various personnel at TemplateMonster.com, including someone claiming to be the Chief Executive Officer of TemplateMonster.com. See *id.* ¶ 4. But for the conduct of Moneybookers in honoring the Court's asset freeze provisions, the defendants certainly would have withdrawn funds in violation of the Court's orders.

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C. Defendants Informed Corbis That They Did Not Intend To Comply with the Preliminary Injunction.

On July 11, 2006, before the defendants appeared by counsel in the action, John Hogan of the Legal Department of TemplateMonster.com telephoned counsel for Corbis.³ See July 25 Pirri Decl. ¶ 6. On the telephone call, Mr. Hogan acknowledged receiving a copy of the preliminary injunction on July 6, but stated that the defendants would not comply with the terms of the injunction because they were extreme. See *id.* He stated that he would send Corbis's counsel a list of the terms of the preliminary injunction that the defendants objected to and would not comply with. See *id.*

On the same telephone call, Mr. Hogan stated that Corbis should cooperate with the defendants because the defendants were outside the United States court's jurisdiction, had access to CDs with thousands of images that were taken from Corbis, and could operate websites offering these images outside the United States and the reach of its courts. See *id.*

After the telephone call, Mr. Hogan sent Corbis's counsel an email from the email address legal@templatemonster.com. See *id.* ¶ 7 & Exh. E. In that email, Mr. Hogan stated that there are CDs in Russia and the Ukraine that have all of Corbis's images, and that there would be new CDs coming out with thousands of Corbis's images. See *id.* Mr. Hogan also stated that he would get back to Corbis's counsel with the list of objections to the preliminary injunction. See *id.* Corbis's counsel never heard back from Mr. Hogan. See *id.* ¶ 7.

D. Defendants Later Alleged Compliance Based on Obvious Falsehoods.

After the defendants appeared by counsel in this action, Corbis's counsel asked for confirmation that the defendants would remedy immediately their failure to comply with the

³ On the telephone call, counsel for Corbis specifically asked Mr. Hogan if TemplateMonster.com was represented by counsel, and Mr. Hogan replied that TemplateMonster.com was not then represented by counsel. See July 25 Pirri Decl. ¶ 6.

CASE NO. 06-21643-CIV-ALTONAGA/Turnoff

provisions of the Court's preliminary injunction. *See id.* ¶ 8 & Exh. F. Corbis's counsel listed eleven separate provisions that the defendants were violating. Almost all of the provisions violated were also in the temporary restraining order.

Defendants' counsel responded by claiming that the defendants were in compliance with the Court's orders based on allegations that are patently untrue. *See id.* ¶ 9 & Exh. G. For example:

- The temporary restraining order and preliminary injunction required the defendants to provide counsel for Corbis within three business days of receipt of the orders certain account and asset information. *See* Temporary Restraining Order pp. 6-7, ¶ 1; Preliminary Injunction pp. 6-7, ¶ 1. Defendants' counsel incredulously claimed that the defendants were not in violation of this provision because they have no accounts or assets in the United States or abroad. *See* July 25 Pirri Decl. ¶ 9 & Exh. G.

A simple review of the defendants' websites demonstrates this statement to be false, showing that the defendants have accounts with multiple online payment service providers and a bank account through which customers may pay by direct deposit or wire transfer. *See id.* ¶ 11 & Exh. H. Counsel even acknowledged that the defendants have asset accounts when he addressed the defendants' attempts to withdraw funds from the Moneybookers account. *See id.* ¶ 9 & Exh. G.⁴ Moreover, in implementing the Court's asset freeze provisions, counsel for Corbis received correspondence from online payment service providers confirming that the defendants in fact have asset accounts with them. *See id.* ¶ 12 & Exh. I. A search on Lexis uncovers a 2006

⁴ Counsel argued that the defendants' efforts to transfer funds from the account were permissible under the Court's orders because they were to pay usual business expenses. *See* July 25 Pirri Decl. ¶ 9 & Exh. G. However, the Court's orders provide only for payment of reasonable, usual, ordinary, and necessary *living* expenses and then only upon approval by Corbis or the Court. *See* Temporary Restraining Order p. 6, ¶ 5; Preliminary Injunction p. 6, ¶ 5. The parties have not agreed to and the Court has not authorized any terms on which the defendants may pay living expenses. *See* July 25 Pirri Decl. ¶ 13.

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BMW 650i automobile registered to Igor Lognikov with the Florida Department of Motor Vehicles. *See id.* ¶ 14 & Exh. J. A search of the United States Patent and Trademark Office website also shows that TemplateMonster.com has intellectual property assets in the form of a trademark registration for the term "TemplateMonster." *See* Declaration of David Weiskopf in Support of Corbis Corporation's Ex Parte Application for a Temporary Restraining Order (hereafter "June 28 Weiskopf Decl.") ¶ 13 & Exh. D (filed June 28, 2006). Thus, the representation that the defendants have no assets or accounts in the United States or abroad is patently false.

Also incredible was the assertion of defendants' counsel that the transfer of the domain name <templatemonster.com> did not violate the Court's asset freeze provisions. *See id.* ¶ 10 & Exh. G. Counsel claimed that TemplateMonster.com does not own or control its own domain name. *See id.* According to counsel, a third party who allegedly is not an agent of TemplateMonster.com and not subject to the Court's orders owns the <templatemonster.com> domain name and effected its transfer. *See id.* However, defendants' counsel later submitted a sworn statement by Andrei Koulikovski, the Chief Executive Officer of the defendant MyTemplateStorage.com, in which Mr. Koulikovski represented that TemplateMonster.com is nothing but a domain name, and that TemplateMonster.com is not an entity at all. Clearly, both representations offered by defendants' counsel cannot be true. TemplateMonster.com cannot be an entity with no control over its domain name and at the same time just a domain name with no entity. Defendants' contentions are plainly little more than smoke and mirrors.

E. The Limited Information Provided By Defendants Is Woefully Incomplete and Controverted by Other Information Provided by Defendants.

After Corbis's counsel again itemized the many provisions of the temporary restraining order and preliminary injunction that the defendants were violating, *see id.* ¶ 15 & Exh. K, the defendants' counsel provided yet another deficient response, *see id.* ¶ 16 & Exh. L. Ignoring the

CASE NO. 06-21643-CIV-ALTONAGA/Turnoff

majority of the provisions identified, the defendants wholly failed to provide required asset and account information, turn over copies of Corbis images for impoundment, and provide the mandated accounting of documents and assets outside the United States or repatriated to the United States. Only two of the defendants signed the required consent form regarding the release of financial information. *See id.* In addition, only two of the defendants provided purportedly verified information, and that information was not only facially deficient, but contradicted by information on the defendants' own websites and in their press releases. *See id.* ¶¶ 17-21 & Exhs. M-Q. This raises grave questions about the defendants' candor and suggests that they are either committing fraud on this Court or on the public at large. For example:

- The preliminary injunction required the defendants to provide the names of their officers and shareholders and certain contact information under oath. Preliminary Injunction p. 10. In a sworn statement, Igor Lognikov represented that his residential address is in Moscow, Russia. *See* July 25 Pirri Decl. ¶ 16 & Exh. L. Mr. Lognikov failed to disclose his residential address in Miami Beach, Florida and possibly one in the Ukraine. *See id.* Mr. Lognikov has a Florida driver's license with the address: 1504 Bay Road, Apt. 3311, Miami Beach, Florida 33139. Mr. Lognikov also owns a 2006 BMW 650i that is registered to this address. *See* June 28 Weiskopf Decl. ¶ 27. The building manager at 1504 Bay Road in Miami Beach confirmed that the name on the lease for Apartment 3311 is Igor Lognikov. *See id.* On his personal web page, Mr. Lognikov described himself as "young man residing in Miami" who was "in Kiev [in the Ukraine] right now (for the whole summer)." *See id.* ¶28 & Exh. F. Furthermore, Corbis's process server that went to Apartment 3311 in the complex at 1504 Bay Road was informed by Mr. Lognikov's father and brother that Mr. Lognikov resides there, was presently in the Ukraine, but would be back in a number of months. *See* July 25 Fernandez Decl. ¶ 5. Thus, there can be no question that Mr. Lognikov maintains at least a Florida residence that he failed to disclose.

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- Mr. Lognikov represented that Artvertex, Inc. (hereafter "Artvertex") was dissolved about one year ago. *See* July 25 Pirri Decl. Exh. L. However, the defendants' websites show Artvertex to be an existing company. For example, TemplateMonster.com represents that "Artvertex, Inc. is a worldwide leader in E-Commerce," that "Artvertex, Inc. and its subsidiaries *currently* employ more than 100 full time staff," and that it is a "NY-based company." *See id.* at ¶17 & Exh. M. Artvertex is the company name listed on the privacy policies of Web Design Library and MyTemplateStorage.com. *See id.* Artvertex is also identified as the copyright holder of content on MyTemplateStorage.com as well as the registrant of the MyTemplateStorage.com domain name. *See id.*

- Mr. Lognikov represented that there is no physical office related to Artvertex and that he consequently used his prior residential address for the company. *See id.* Exh. L. However, the domain name registration records for the defendants' websites and the New York Department of State corporate records show an address for Artvertex in a commercial building located at 1618 Sheepshead Bay Road, Second Floor, Brooklyn, New York 11235. *See* Declaration of Michael F. Falsone in Support of Corbis Corporation's Ex Parte Application for a Temporary Restraining Order (hereinafter "June 28 Falsone Decl.") ¶ 4 & Exh. B (filed June 28, 2006).

- Mr. Lognikov represented that Web Design Library is operated by him solely. *See* July 25 Pirri Decl. Exh. L. However, the defendants' websites and press releases show otherwise. Web Design Library's registration page displays a signed letter by George Hogan who is identified as the "Chief Editor" of Web Design Library. *See id.* ¶18 & Exh. N. As recently as April 2006, George Hogan was identified as Web Design Library's editor-in-chief in a TemplateMonster.com press release. *See id.* Mr. Lognikov, by comparison, is identified as simply an "editor" at Web Design Library. *See id.* A Web Design Library press release announced that it was "a division of Template Monster" and run by a Chief Executive Officer

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named Max Lensky. *See id.* Even the Web Design Library contact page fails to support Mr. Lognikov's claim of sole operation, representing that Web Design Library is a "team." *See id.*

- In a sworn statement, Andrei Koulikovski, the Chief Executive Officer of the defendant MyTemplateStorage.com, represented that TemplateMonster.com is not an entity and just a domain name. *See id.* Exh. L. However, in a July 2006 press release, TemplateMonster.com referred to itself as "a first-rate E-commerce company." *See id.* ¶19 & Exh. O. Moreover, according to its website, TemplateMonster.com has a Chief Executive Officer, David Braun. *See id.* According to Mr. Braun, in January 2006 TemplateMonster.com employed more than 100 people and even had private investors. *See id.*

- Mr. Koulikovski represented that the TemplateMonster.com domain name is owned by an affiliate registered on MyTemplateStorage.com. *See id.* Exh. L. However, the website of MyTemplateStorage.com indicates that TemplateMonster.com actually owns or operates MyTemplateStorage.com, stating that "MyTemplateStorage is the project of www.TemplateMonster.com." *See id.* ¶20 & Exh. P. A MyTemplateStorage.com press release also represented that MyTemplateStorage.com is an "affiliate branch of Template Monster."

- Despite the preliminary injunction's requirement that the defendants provide the names and contact information of their officers and shareholders, the only officer identified is Mr. Koulikovski. *See id.* Exh. L. However, the defendants' websites and press releases identify other officers that the defendants have failed to disclose: David Braun, as the Chief Executive Officer of TemplateMonster.com, Max Lensky, as Chief Executive Officer of Web Design Library, Steve Chizmar, as TemplateMonster.com's Copyright Officer, and Dustin Kein as TemplateMonster.com's Support Officer. *See id.* ¶21 & Exh. Q. Furthermore, MyTemplateStorage.com undoubtedly has officers other than Mr. Koulikovski given his repeated reference to the "MyTemplateStorage.com team." *See id.* Exh. L. Defendants also fail to identify a single shareholder. *See id.* However, there must be shareholders of

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TemplateMonster.com given Mr. Braun's representation that TemplateMonster.com has "private investors." *See id.* ¶19 & Exh. O.

The defendants have more than fallen short of their claimed compliance with the Court's temporary restraining order and preliminary injunction. Not only have the defendants actively violated and deliberately tried to evade the Court's orders, the defendants have provided information that is flatly contradicted by representations on their own websites and in their press releases. These contradictions indicate fraud on either the Court or the public at large. Because the defendants have steadfastly rebuffed Corbis's repeated efforts to obtain compliance with the Court's orders, Corbis now brings this motion for contempt. *See id.* ¶¶ 6, 8, 15-24, Exhs. F & K.

ARGUMENT

I. The Defendants Should Be Held In Contempt and Sanctioned for Violating the Court's Injunctions.

"All orders and judgments of courts must be complied with promptly." *Maness v. Meyers*, 419 U.S. 449, 458 (1975). A party must "make in good faith all reasonable efforts to comply." *United States v. Ryan*, 402 U.S. 530, 534 (1971); *Chairs v. Burgess*, 143 F.3d 1432, 1436 (11th Cir. 1998). A court may hold a party in contempt for failure to comply with a court order regardless of the party's intent. *See United States v. McAnlis*, 721 F.2d 334, 337 (11th Cir. 1983) ("[T]he focus of the court's inquiry in civil contempt proceedings is not on the subjective beliefs or intent of the alleged contemnors in complying with the order, but whether in fact their conduct complied with the order at issue."); *see also* FED R. CIV. P. 70 ("The court may . . . in proper cases adjudge the party in contempt"); 18 U.S.C. § 401(3) ("A court of the United States shall have power to punish . . . [d]isobedience or resistance to its lawful writ, process, order, rule, decree, or command").

Even if a party believes that a court order was wrongfully granted, the party has a duty to comply or face contempt for failure to do so. *See Maness*, 419 U.S. at 458 ("Persons who make private determinations of the law and refuse to obey an order generally risk criminal contempt

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even if the order is ultimately ruled incorrect."). Thus, parties have been held in contempt for disregarding an asset freeze order when they believed that the order was invalid. *See Levine v. Comcoa Ltd.* 70 F.3d 1191, 1194 (11th Cir. 1995) (holding that a party's "disregard [for] the district court's clear order, based on his personal belief that it was invalid . . . warrants a determination of contempt").

Plaintiffs seeking defendants' compliance with provisions of an injunction can move the Court for an order to show cause why the defendants should not be held in contempt and sanctioned for noncompliance. *See Wyatt By and Through Rawlins v. Rogers*, 92 F.3d 1074, 1078 n. 8 (11th Cir. 1996). Once the plaintiff makes a prima facie case that the defendant has not complied with identified provisions of the injunction, the Court may issue an order to show cause to the defendants why they should not be held in contempt and sanctioned. *Id.* Once a prima facie case of violation is established, the defendant has the burden of production to show an inability to comply that goes "beyond mere assertion of inability." *Howard Johnson Co., Inc. v. Khimani* 892 F.2d 1512, 1516 (11th Cir. 1990).

A. The Defendants Knowingly and Willfully Violated the Court's Temporary Restraining Order and Preliminary Injunction.

The defendants should be held in contempt because they have affirmatively violated and deliberately failed to comply with the provisions of the Court's temporary restraining order and preliminary injunction. The defendants' violations are both knowing and willful. The defendants not only failed to remedy the violations after Corbis placed them on notice of them, they have actively flouted the Court's asset freeze provisions by transferring the domain name <templatemonster.com> out of the country, and by demanding withdrawal of funds from their online payment service accounts, even threatening legal action if those funds are not released. *See* July 25 Pirri Decl. ¶¶ 8, 2-5; Rawlinson Decl. ¶¶ 2-4. The defendants have even informed

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Corbis that they do not intend to comply because they consider the Court's orders extreme and think themselves outside the Court's jurisdiction. *See* July 25 Pirri Decl. ¶ 6.

The defendants are in contempt of each and every one of the following eleven provisions of the Court's temporary restraining order and preliminary injunction:

<u>Relevant Provisions of the Temporary Restraining Order ("TRO") and Preliminary Injunction ("PI")</u>	<u>Acts or Failures To Act Constituting the Defendants' Violations</u>
<p><u>TRO and PI p. 3, ¶¶ 1-2:</u></p> <p>The defendants and their agents were enjoined from copying, publishing or marketing the Corbis Images.</p>	<p>The defendants are violating this provision by continuing to market and publish pirated copies of the Corbis Images. <i>See</i> July 25 Pirri Decl. ¶27 & Exhs. R.</p>
<p><u>TRO and PI, pp. 5-6, ¶ 1:</u></p> <p>The defendants and their agents were enjoined from transferring, spending, withdrawing, or otherwise disposing of funds, personal property, and other assets, including, assets held by or for a defendant at a payment service provider. "Asset" is defined to include intangible personal property, accounts, credits, and all cash, wherever located.</p>	<p>The defendants willfully violated this provision by transferring the domain name <templatemonster.com> out of the country to a domain name registrar in Russia. <i>See</i> July 25 Pirri Decl. ¶¶ 2-4 & Exhs. A-D.</p> <p>The defendants are deliberately seeking to evade this provision by demanding withdrawal of funds from their online payment service provider accounts and threatening legal action if those funds are not released. <i>See id.</i> ¶ 5; Rawlinson Decl. ¶¶ 2-4.</p>
<p><u>TRO and PI, pp. 6-7, ¶ 1:</u></p> <p>The defendants were ordered to provide to counsel for Corbis certain account and asset information within three business days of service of the TRO and PI.</p>	<p>No defendant has provided any of the required account or asset information. <i>See</i> July 25 Pirri Decl. ¶ 22.</p> <p>The defendants claim that, despite evidence to the contrary, that they have no accounts or assets in the United States or abroad. <i>See id.</i> ¶</p>

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	9 & Exh. G.
<p><u>Pl, p. 10:</u></p> <p>The defendants were ordered to inform Corbis, in writing and under oath, of the names and contact information (including email addresses and home phone numbers) of the officers and shareholders of each defendant entity. Defendants were required to provide this information about themselves, and about <i>each other</i>, to the extent of their knowledge. This was required ten days after service of the Pl.</p>	<p>No defendant has provided this information except Igor Lognikov and MyTemplateStorage.com. As detailed in the Statement of Facts, § E, <i>infra</i>, the information provided by these two defendants is controverted by information on the defendants' own websites and in their press releases, thus suggesting that the defendants are committing fraud either on this Court or the public at large. The information that the defendants have provided also contains glaring omissions. See Statement of Facts, § E, <i>infra</i>.</p> <p>Mr. Lognikov's statement is further deficient because it fails to provide any information about the "Template Defendants." Likewise, the statement of Mr. Koulikovski of MyTemplateStorage.com is deficient because it fails to provide any information about the "Lognikov Defendants." Such information within the defendants' knowledge is required, and the "Lognikov Defendants" and "Template Defendants" clearly have knowledge of each other. For example, Mr. Lognikov represents that he formed Artvertex, Inc. See July 25 Pirri Decl. ¶ 16, Exh. L. TemplateMonster.com on its website claims to be the "largest project" of Artvertex. See <i>id.</i> ¶ 17, Exh. M. Artvertex is also the copyright holder of MyTemplateStorage.com content and the registrant of the MyTemplateStorage.com domain name. See <i>id.</i> Despite these clear relationships between the "Lognikov Defendants" and "Template Defendants", neither Mr. Lognikov nor Mr. Koulikovski have provided information about one another's officers or shareholders.</p> <p>Finally, the contact information provided by</p>

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	the defendants is incomplete, failing to provide the required email addresses and home phone numbers. <i>See</i> July 25 Pirri Decl. ¶ 16, Exh. L.
<p><u>TRO and PI, p. 8, ¶ 4:</u></p> <p>The defendants were ordered to sign and deliver to Corbis's counsel the Consent to Release of Financial Records which is Attachment C to the TRO and PI. The signed release was due within three business days after service of the TRO and PI.</p>	<p>No defendant has signed and delivered the release to Corbis's counsel except Igor Lognikov and MyTemplateStorage.com. <i>See</i> July 25 Pirri Decl. ¶ 23.</p>
<p><u>TRO and PI, p. 3, ¶ 3:</u></p> <p>The defendants were ordered to disclose to Corbis' counsel certain contact information for all persons that at any time participated in the copying, publishing, distribution, or marketing of any Corbis Images. This information was due within 12 hours of receipt of the TRO and PI.</p>	<p>The defendants have failed to provide any of the required contact information for any person with the exception of one person allegedly at Ultravertex and even his contact information is incomplete. <i>See</i> Pirri Decl. ¶ 28.</p> <p>The evidence introduced in support of the TRO and PI showed the Corbis Images distributed on TemplateMonster.com. <i>See</i> June 28 Weiskop Decl., Exh. A. However, defendants have not identified or provided contact information for any person at TemplateMonster.com. <i>See</i> Pirri Decl. ¶ 23.</p>
<p><u>TRO and PI, p. 3, ¶ 4:</u></p> <p>The defendants were ordered to notify all persons that participated in the copying, publishing, distribution, or marketing of any Corbis Images of the TRO and PI; provide those persons with copies of the TRO and PI; and instruct them to immediately stop. This was required within 12 hours of receipt of the TRO and PI.</p>	<p>Although Corbis inquired whether defendants had notified participating third parties in compliance with the TRO and PI, the defendants' counsel failed to answer. <i>See</i> July 25 Pirri Decl. ¶¶ 8, 18, 29 & Exhs. F & K.</p>
<p><u>TRO and PI, p. 3, ¶ 5:</u></p> <p>The defendants were ordered to obtain all</p>	<p>Although Corbis inquired whether defendants</p>

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copies of Corbis Images from all those who participated in the copying, publishing, distribution, or marketing of any Corbis Images. This was required within 48 hours of receipt of the TRO and PI.	had obtained all copies of Corbis Images from participating third parties in compliance with the TRO and PI, the defendants' counsel failed to answer. <i>See</i> July 25 Pirri Decl. ¶¶ 8, 15, 30 & Exhs. F & K.
<p><u>TRO and PI, p. 4, ¶ 8:</u></p> <p>The defendants were ordered to turn over for impoundment to Corbis's counsel all copies of Corbis Images, including computer disks, hard drives, servers, and other storage media on which defendants stored such images.</p>	<p>No defendant has turned over to Corbis's counsel any Corbis Images or any storage media on which such images are stored. <i>See</i> July 25 Pirri Decl. ¶ 31.</p>
<p><u>TRO and PI, p. 4, ¶ 9:</u></p> <p>The defendants were ordered to permit an agent of Corbis to inspect their premises to ensure compliance with the Court's impoundment order.</p>	<p>Defendants' counsel has represented that a facility at an unidentified location in Russia will be made available for inspection. The facility is allegedly that of the "Template Defendants." <i>See</i> July 25 Pirri Decl. ¶ 9 & Exh. G. No premises in the United States have been made available, <i>see id.</i>, despite: the incorporation of Artvertex, Inc. as a Delaware company with a principal place of business in New York, <i>see</i> June 28 Weiskopf Decl. ¶ 16; New York and Virginia business addresses listed for other defendants, <i>see id.</i> Exh. H; and servers with IP addresses located in New York. <i>See</i> July 25 Pirri Decl. ¶ 33 & Exh. I. No premises for the "Lognikov Defendants" have been made available. <i>See id.</i> ¶ 32 & Exh. G.</p>
<p><u>TRO and PI, pp. 7-8, ¶ 1:</u></p> <p>The defendants were ordered to repatriate to the United States all documents and assets outside the United States within defendants' control. This was required within three business days of service of the TRO and PI.</p>	<p>The defendants claim that they need not comply with this provision because no documents or assets have been taken outside the United States. <i>See</i> July 25 Pirri Decl. ¶ 9 & Exh. G. However, the provision is not limited to documents and assets taken outside the</p>

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	United States. Rather, it requires repatriation of all documents and assets outside the United States regardless of whether they were taken from the United States. <i>See</i> Temporary Restraining Order pp. 7-8, ¶ 1; Preliminary Injunction pp. 7-8, ¶ 1.
<u>TRO and PI, p.8, ¶12:</u> The defendants were ordered to provide Corbis a full accounting of all documents and assets outside the United States or repatriated to the United States within defendants' control. This was required within three business days of service of the TRO and PI.	No defendant has provided the required full accounting. <i>See</i> July 25 Pirri Decl. ¶ 26 & Exh. G.

B. To Punish the Contempt and Remove the Temptation To Engage in Further Contemptuous Behavior, the Court Should Penalize the Defendants.

Because the defendants have stated their intent to disregard the Court's orders and alleged obvious falsehoods in an effort to evade compliance, sanctions are necessary to coerce the defendants to comply. Once a plaintiff establishes a defendant's inexcusable failure to comply with an injunction, courts will adjudge the defendant in contempt and impose a sanction to prompt compliance. *Wyatt*, 92 F.3d at 1078 n. 8. "Many of the court's most effective enforcement weapons involve financial penalties." *Hutto v. Finney*, 437 U.S. 678, 690 (1978). An appropriate sanction is a daily monetary fine in an amount to be determined by the Court for each additional day that the defendants remain noncompliant. *See Alyeska Pipeline Serv. Co. v. Wilderness Soc'y*, 421 U.S. 240, 258 (1975) (holding that courts may assess a fine in a civil contempt proceeding); *Wyatt*, 92 F.3d at 1078 n. 8 (same).

In addition, for the duration of their noncompliance, the defendants should be barred from filing any papers with the Court, demanding or obtaining discovery pursuant to outstanding discovery requests, serving new discovery, attending hearings, and otherwise defending this

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action. Corbis should be expressly relieved from producing any discovery other than copyright registration certificates until the defendants comply with the preliminary injunction. As the Eleventh Circuit has held, defendants in violation of a court's injunction, including provisions to freeze and repatriate assets, cannot at once "ignore the court's orders and benefit from them." *Citronelle-Mobile Gathering, Inc. v. Watkins*, 943 F.2d 1297, 1305 (11th Cir. 1991). In *Citronelle-Mobile Gathering*, the Eleventh Circuit held that a defendant in contempt of a temporary restraining order with asset freeze and repatriation provisions could be prohibited from defending the action until he complied. *See id.* The Court should so order here. Alternatively, if the defendants continue to refuse to comply, a default judgment against the defendants should be entered. *See* Fed. R. Civ. P. 37(b)(2)(C) (authorizing the district court to enter a "judgment by default against the disobedient party"); *Citronelle-Mobile Gathering*, 943 F.2d at 1305 (referencing Rule 37(b) for sanctions for contempt of an injunction).

C. The Court Should Award Corbis its Attorneys' Fees Incurred in Bringing this Motion.

In addition to sanctions, courts will award attorneys' fees "reasonably and necessarily incurred in the attempt to enforce compliance." *Abbott Laboratories v. Unlimited Beverages, Inc.*, 218 F.3d 1238, 1242 (11th Cir. 2000) (affirming contempt order for violating a preliminary injunction); *see also Alyeska Pipeline*, 421 U.S. at 258 (holding that "[a] court may assess attorney's fees for the 'willful disobedience of a court order'"). Accordingly, Corbis is entitled to an award of its attorneys' fees incurred in bringing this motion in an amount to be determined.

CONCLUSION

For the reasons set forth above, the Court should issue an order directing the defendants to show cause why they should not be (i) found in contempt for violating the terms of the

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temporary restraining order and preliminary injunction; (2) compelled to comply with the preliminary injunction; (3) ordered to pay a daily monetary fine in an amount to be determined by the Court for each additional day that the defendants remain noncompliant; (4) barred from filing any papers with the Court, demanding or obtaining discovery pursuant to outstanding discovery requests, serving new discovery, attending hearings, and otherwise defending this action for the duration of their noncompliance; or, alternatively, held to have defaulted with a default judgment entered against them; (5) ordered to reimburse Corbis for its attorneys' fees incurred in bringing this motion in an amount to be determined.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 26th day of July, 2006, a true and correct copy of the foregoing was sent via facsimile, electronic mail, and U.S. Mail to **Richard S. Ross, Esq.**, Atrium Centre, 4801 S. University Drive, Suite 237, Ft. Lauderdale, FL 33328, and by electronic mail to all Defendants pursuant to the Court's Order Authorizing Service of Process Via Alternative Means at the following e-mail addresses:

allan@templatetuning.com; belarus_minsk@mail.ru; billing@template-help.com;
billing@templatemonster.com; ccare@templatetuning.com; checkout@template-
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steve.chizmar@templatemonster.com; support@mytemplatestorage.com;
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RONNIE FERNANDEZ

EXHIBIT 7

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division

CASE NO. 06-21643-CIV-ALTONAGA/TURNOFF

CORBIS CORPORATION,

Plaintiff,

v.

IGOR LOGNIKOV, et al.

Defendants.

**LOGNIKOV AND TEMPLATE DEFENDANTS' RESPONSE TO PLAINTIFF'S
MOTION FOR ORDER TO SHOW CAUSE WHY DEFENDANTS ARE NOT IN
CONTEMPT OF THE COURT'S TEMPORARY RESTRAINING ORDER AND
PRELIMINARY INJUNCTION**

COME NOW, Defendants, IGOR LOGNIKOV; WEB DESIGN LIBRARY and ARTVERTEX, INC. (collectively "Lognikov Defendants"); and TEMPLATEMONSTER.COM; TEMPLATE TUNING; TEMPLATE-HELP.COM; TEMPLATE-DELIVERY.COM; MYTEMPLATESTORAGE.COM; SITE2YOU.COM; CALLAWAY ALLIANCE, INC. (collectively "Template Defendants"), by and through their undersigned counsel, who respectfully respond to Plaintiff's, CORBIS CORPORATION ("Corbis"), motion for order to show cause why defendants are not in contempt of the court's temporary restraining order and preliminary injunction (collectively "PI"). The supporting declarations from litigation counsel for Corbis and attached exhibits do not prove, by clear and convincing evidence, that the Lognikov Defendants or the Template Defendants have failed to comply with the PI. Accordingly, the motion for order to show cause should be denied.

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RESPONSE TO PRELIMINARY STATEMENT

1. The Lognikov Defendants and Template Defendants

From the outset, the preliminary statement lumps all defendants together. The Lognikov Defendants and Template Defendants (together "Defendants") respectfully point out that it would be inappropriate to penalize the Defendants for any noncompliance by other defendants. *See McGregor v. Chierico*, 206 F. 3d 1378 (11th Cir. 2000)(district court improperly lumped together all defendants without considering weight of the evidence as applied to each defendant).

2. The complaint

Corbis' complaint alleges a vast conspiracy by the defendants to pirate 623 photographic images. Corbis' website contends that it licenses more than 70,000,000 images.¹ *See* Exhibit A. Corbis rushed to court, without providing actual notice to any defendant, and obtained extraordinary relief, without security, *see* Fed.R.Civ.P. 65(c), based merely on affidavit representations that it owned certain copyright registrations that allegedly protect individual photographic images. However, Corbis chose not to include the registrations for the court's evaluation.

Once the Defendants, Russian and Ukrainian domiciles and citizens, retained counsel on July 11, 2006, after the PI issued, the first course of business was to obtain a copy of the registrations to determine their scope and content. Upon review, the Defendants learned that Corbis had misrepresented the nature of the registrations to the court. As it turns out, the registrations do not cover the individual images as a matter of law. The registrations are merely compilation registrations, protecting only selection, coordination or arrangement of pre-existing material.

¹Thus, the alleged conspiracy comprises 0.00089% of all of Corbis' images.

For a work to qualify as a copyrightable compilation, it must comprise three distinct elements: "(1) the collection and assembly of pre-existing material, facts, or data; (2) the selection, coordination, or arrangement of those materials; and (3) the creation, by virtue of the particular selection, coordination, or arrangement, of an 'original' work of authorship." *Feist Publications, Inc. v. Rural Telephone Service Company, Inc.*, 499 U.S. 340, 357, 111 S.Ct. 1282, 1293. *See also* 17 U.S.C. §101 (definition of "compilation"), §103(a, b). Furthermore, the content that Corbis contributed to the compilation, as set forth in every registration, is digital enhancement. However, digital enhancement does not provide sufficient originality to afford a work copyright protection. *The Bridgeman Art Library, Ltd. v. Corel Corporation*, 36 F. Supp. 2d 191 (S.D.N.Y. 1999). In fact, Corbis itself admits that the *Bridgeman* case stands for the proposition that Corbis can claim no copyright protection to digitally enhanced photographs. *See* Corbis website attached as Exhibit B.

In *Bridgeman*, the case was initiated by The Bridgeman Art Library, a British company that licenses transparencies of public domain artwork owned by museums and collectors. Bridgeman, which has an office in New York, acquires reproduction rights for reproductions from owners and free-lance photographers and distributes them as transparencies and digital files on CD-ROM. The defendant, Corel, is a Canadian corporation that sells a CD-ROM containing 700 digital reproductions of well-known paintings by European masters, including 120 for which Bridgeman claimed to have sole authorization to control. Corel neither licensed nor asked for permission from Bridgeman to use the reproductions. *See generally The Bridgeman Art Library, Ltd. v. Corel Corporation*, 25 F. Supp.2d 421 (S.D.N.Y. 1998).

The court held that color transparencies and CD-ROMs of paintings were not sufficiently "original" to qualify for copyright protection under the Copyright Clause of the

Constitution, Art. 1, §8, cl. 8 and Copyright Act, 17 U.S.C. §102(a). The court discussed the history of copyright protection for photographs. It discussed that in *Burrow-Giles Lithographic Co. v. Sarony*, 111 U.S. 53 (1884), the Supreme Court acknowledged that the portrait at issue was sufficiently original, "by virtue of its pose, arrangement of accessories in the photograph, and lighting and expression the photographer evoked to be subject to copyright." *Bridgeman*, 36 F. Supp. 2d at 195. The court commented, however, that "'where a photograph of a photograph or other printed matter is made that amounts to nothing more than slavish copying,'" *id.* at 196 (citation omitted), copyright protection should be denied. The court then acknowledged that portion of the ruling in *Feist* that "'sweat of the brow' alone is not the creative spark which is the *sine qua non* of originality.'" *Id.* at 197.

Here, just like in *Bridgeman*, Corbis is an image licensing company. The registrations at issue identify Corbis' contribution as digitization of analog photographs created by third parties. Corbis does not allege in the complaint any element of originality such as lighting, timing, etc. Because the compilation content lacks any originality, and is a mere photocopy of pre-existing works, the compilation as a whole cannot qualify for copyright protection. If there is no copyright protection, and no valid registrations, the court would lack subject matter jurisdiction over the action. *See Schreiber Foods, Inc. v. Beatrice Cheese, Inc.*, 402 F.3d 1198, 1203 (Fed. Cir. 2005)(in patent infringement action, where plaintiff lacks Article III initial standing, suit must be dismissed and defect cannot be cured).

As a result of the Defendants bringing to the court's attention the lack of subject matter jurisdiction over digitally enhanced compilation copyrights due to their lack of originality and thus, their invalidity, Corbis' litigation posture has changed dramatically. Corbis is no longer

contending that its complaint alleges infringement of compilation copyrights. *See* Corbis' Opposition to Defendants' Emergency Motion for Relief from Order Granting Plaintiff's Application for Temporary Restraining Order and Preliminary Injunction, et al. ([DE 248], p. 14, n.6). Now, Corbis contends that the copyrights claim the individual photographic images themselves. Even based on this new theory, the court still lacks subject matter jurisdiction.²

The Copyright Office public policy statement, Copyright Registration for Works of Visual Arts, Circular 40, Rev. 07/2006, provides three and only three procedures for registering two or more visual works with one application and fee. Corbis' identification of multiple photographers in each registration is the death knell of its claim to assert copyright registration in the individual photographs as a matter of law.

First, Circular 40, Exhibit C, provides that unpublished visual works may be filed as a collection if, among other things, all authors are the same, and if not, that at least one author has contributed to the "copyrightable authorship to each element" of the work. Here, Corbis has not alleged that each photographer has contributed to the copyright authorship of every photograph, and it cannot. Corbis is well aware that each photographer has contributed only to his/her own work.

Second, the Copyright Office created a new procedure on July 17, 2001, effective August 16, 2001, permitting a single registration for a group of published photographs. *See* 66 Fed. Reg. 37142 (2001)³; *See also* 37 C.F.R. §202.3(b)(9). Circular 40 confirms the procedure which

²Of the registrations upon which Corbis has brought suit, the following do not claim rights to anything but a compilation: VA 1-115-519; VAU 524-350; VAU 524-351; VAU 537-691; VAU 546-092; VAU 552-903; VAU 552-907; VAU 562-912. These registrations should therefore be stricken from the complaint.

³"...However, the Office is also mindful that its power to fashion group registrations is limited to cases involving "groups of related works." 17 U.S.C. 408(c)(1). Some of the

requires, among other conditions, that all photographs be taken by the same photographer. Again, the face of the complaint, including the registrations, makes clear that each registration identifies multiple, and in some cases, hundreds, of photographers. Thus, Corbis cannot claim that the registrations protect the group of individual photographs since more than one photographer is identified in each registration.

Third, the Copyright Office permits a group registration for contributions to periodicals. Corbis has not alleged in its complaint any contribution to periodicals.

Accepting Corbis' new position regarding scope and content, the complaint, vis-a-vis the registrations, still does not confer subject matter jurisdiction on the court. The registrations, as a matter of law, are invalid to the extent they seek to protect, as Corbis now alleges, the individual photographic images as a group.

Additionally, Corbis' website, Exhibit D, discloses a scheme created by Corbis by which it seeks to defraud the United States Copyright Office by falsely asserting ownership to the individual images. Corbis' plan is to obtain a "temporary assignment" of the images from the

commenters objecting to this group registration proposal contended that it lacks the type of nexus required by the Copyright Act. See, e.g., MPA/NAA comments at 3. The Office disagrees with that objection, but it recognizes that there must nevertheless be a relationship between all the photographs in a group. The Office believes that limiting the group to photographs (1) taken by the same individual and (2) first published within the same year, satisfies that requirement. This conclusion finds support in the statutory and regulatory requirements for group registration of contributions to periodicals, a form of group registration similar in many respects to the new group registration of photographs. The Copyright Act limits the availability of group registration of contributions to periodicals to a group of works by the same individual author, and the Office's regulations implement this statutory requirement by providing that all the works in the group must be by the same author and that the author of each work must be an individual, and not an employer or other person for whom the work was made for hire. See 17 U.S.C. 408(c)(2); 37 CFR Sec. 202.3(b)(7); see also 17 U.S.C. 408(c)(3). The legislative history of the 1976 Copyright Act also supports such a limitation, noting that group registration may be desirable for "a group of photographs by one photographer." House Report at 154 (emphasis added)."

author/photographers, only to reassign the ownership rights back after the registration issues, just for the benefit of filing one application and paying one filing fee.⁴ Compounding the fraud, is Corbis' willful disobedience of this court's order to produce the alleged "temporary assignment" and any other agreements between it and the photographers.

On July 19, 2006, the parties were heard in open court before Magistrate Judge Turnoff on the Defendants' emergency motion for Corbis to produce documents and things directed to the scope and content of the subject copyright registrations. The court ordered Corbis to produce "the aforementioned documents as expeditiously as possible." [DE 197].⁵ As of the filing of this response, August 7, 2006, Corbis has only produced a copy of the copyright registrations.

Corbis' willful disobedience of the discovery order raises many issues which this court should to consider to determine whether it has subject matter jurisdiction. First, there is a legal issue whether a "temporary assignment" is an assignment at all. Second, since Corbis has not produced the temporary assignment, the court cannot analyze its language to determine if an assignment of individual images was created. In this regard, Corbis only submits a declaration attached to its opposition to the motion for relief [DE 248]. The declaration does not append the agreement itself, but refers only to its title: "Corbis Copyright Registration Program." *See* Weiskopf Dec., ¶5. The title begs the question whether the document is an assignment of any kind. Third, Corbis has failed to produce the agreement that purportedly conveys back, or reassigns, the copyright

⁴Circular 40 requires, as another condition for application, that there be a sole claimant; thus, the temporary assignment scheme.

⁵The aforementioned documents include the copyright registrations, deposit specimens, correspondence between the Copyright Office and Corbis pertaining to the registrations at issue, all agreements between Corbis and the photographers, and the photographic images upon which Corbis brought suit.

registrations to the photographers. The reassignment likely details the intent of the parties regarding this notion of assignment in the first case, which impacts the first and second issues.

A fourth issue involves an uncovered misrepresentation by Corbis. The Defendants identified the subtlety with which Corbis alleged "ownership" of the registrations in the complaint, an allegation on which, presumably, the court relied in granting the PI. Corbis now admits that it does not own the registrations. *See* ([DE 248], pp.14-16). Corbis' new position is that it is an exclusive licensee of the individual images. Corbis is even willing to amend the complaint to allege its exclusive licensee status. *Id.* at n.8. Yet, Corbis has refused, thus far, to produce expeditiously the exclusive license. Again, Weiskopf only declares the title of the purported license "Photographer Representation Agreement" and provides merely drips and drabs of its content.⁶ If the alleged exclusive license does not convey a right granted under 17 U.S.C. §106, then Corbis cannot maintain this suit and the court would have to dismiss it based upon a lack of jurisdiction. *See Eden Toys, Inc. v. Florelee Undergarment Co., Inc.*, 697 F. 2d 27, 36 (2d Cir. 1982)(the exclusive licensee may only have a right granted under the statute, and may only sue for infringement of that right.). While it is unknown, what, if any, right Corbis has because of its continuing disobedience of the court's discovery order, certainly the copyright statutes do not provide an exclusive right of "photographer representation." *See* 17 U.S.C. §106.

Thus, three legal principals must be addressed before the court may consider Corbis' motion. First, whether Corbis' copyright registrations are invalid as a matter of law for claiming

⁶While the Weiskopf declaration suggests that language in the Photographer Representation Agreement confirms Corbis' status as an exclusive licensee, and that the photographers themselves have no right to license their works as well, apparently the declaration is false. The Template Defendants were able to contact one of the photographers in question, who gladly licensed them the right to use his photograph for a website template. *See* Exhibit D1.

compilation protection in unprotectible digital images, *see Feist, Bridgeman, supra*, or invalid for claiming unprotectible group photographic images. Second, whether Corbis committed fraud on the Copyright Office in its application and receipt of the registrations by claiming a right under an assignment agreement that did not exist or did not convey ownership to it, thus invalidating the registrations. *See Urantia Found. v. Maaherra*, 114 F. 3d 955, 963 (9th Cir. 1997). And third, whether Corbis has standing to bring suit as a non-owner of a copyright, and as the alleged holder of a right that does not confer any exclusive right under the copyright statutes. In any case, the court would lack subject matter jurisdiction to rule on the motion if any of the foregoing are established in favor of the Defendants.

COMPLIANCE WITH THE PI BY THE LOGNIKOV DEFENDANTS AND TEMPLATE DEFENDANTS⁷

1. Order to cease and desist copyright infringement

Corbis is substantially correct in its allegation of Paragraph 15 of the complaint as it relates to the Template Defendants. Essentially the business of the Template Defendants is to allow users to locate and download customizable website templates for those who want to create their own website. The advantage of the template use is that it provides users with a product that is substantially lower in cost than one that must be built from scratch. Corbis is absolutely incorrect in its allegation of Paragraph 14 regarding the Lognikov Defendants. Mr. Lognikov is a writer, and does not have a business relationship with the Template Defendants, other than to link his Web Design Library to the Template Defendants website.

A. Paragraphs 1 and 2

⁷The Defendants' response addresses each and every contention raised in the chart submitted by Corbis in its memorandum, pp. 15-19.

Upon receipt and review of the PI, the Template Defendants immediately removed the photographic images by eliminating the link connecting the source of the images, defendant Ultravertex, from the Template Defendants' website, and by otherwise removing any other Corbis image from draft website templates.⁸ In fact, on July 13, 2006, the Defendants informed Corbis that it was Ultravertex, a party unrelated to the Defendants, who provided the images to the Template Defendants. *See* Exhibit E. Corbis does not complain that the Defendants have not complied with this aspect of the PI.⁹

B. Paragraph 3

The Lognikov Defendants and Template Defendants were required to disclose within 12 hours¹⁰ names, to the extent available, of those participating in the copying, distribution, etc. of the Corbis images. On July 13, 2006, the Defendants provided the name of the contact at Ultravertex with his address. The Defendants explained the same day that it was Ultravertex alone who provided the Template Defendants with the Corbis images. The Defendants fully complied with this provision of the PI.

⁸Because the Lognikov Defendants never used the images, there was nothing for them to remove in connection with the cease and desist order.

⁹The declaration of Corbis' counsel, Ms. Pirri, states at Paragraph 27, that "on or about" July 24, 2006 she printed 1 image (of 623 allegedly infringing images) from the Template Defendants' website purportedly showing a Corbis image. Notwithstanding whether that image is protected by any Corbis copyright at issue in this case, or that there is no date on the printing like Ms. Pirri's other exhibits attached to her declaration, or that Ms. Pirri failed to attach the full printout of the web page, attached as Exhibit F is a July 27, 2006 full printout from <http://www.templatemonster.com/flash-templates/8267.html> showing the statement from Ms. Pirri to be incorrect.

¹⁰Corbis was provided information first on July 13, 2006. In a good faith attempt to work with Corbis, more information was provided on July 20, 2006, then again on July 24, 2006, and finally on July 26, 2006.

C. Paragraph 4

The Template Defendants did notify individuals to cease using the Corbis images as required by the PI. Corbis' complaint is that the Defendants never told them. However, the PI does not require that Corbis be advised of compliance. Thus, there can be no violation of this paragraph. The Template Defendants do advise the court though that they did comply with this provision by publishing the attached press release dated July 3, 2006 which included a strong recommendation to "all of [their] clients not to use any images from Ultravertex.com." See Exhibit G. Again, contrary to Corbis' complaints, there is no clear and convincing evidence of any violation by the Defendants.

D. Paragraph 5

Corbis alleges that it inquired into whether the Defendants obtained copies of Corbis images from participating third parties (Ultravertex), and Corbis states "the defendants' counsel failed to answer." This is an absolute misrepresentation to the court.

On July 13, 2006, Exhibit E, the Defendants' counsel informed Corbis that it was going to receive the CDs the Template Defendants obtained from Ultravertex. Defendants' counsel asked Corbis' counsel if a copy of the CDs could be made to preserve the evidence for trial. See Exhibit E. Corbis' counsel did not respond until August 3, 2006. On August 4, 2006, the parties agreed that the Defendants could have a copy of the discs for evidentiary purposes.

E. Paragraph 8

This is the same complaint that Corbis asserts in Paragraph 5 above, with the exception that here, defendants were required to turn over the CD's obtained. This complaint does not allege any violation by the Defendants.

F. Paragraph 9

Again the Defendants were fully compliant as of July 13, 2006. *See* Exhibit E. They offered to make their only premises available, and asked Corbis to designate an agent and provide a name and a date when Plaintiff wanted to inspect. Corbis did not respond until July 24, 2006 wanting more information, like the address and again, a particular date. The address was provided on July 26, 2006. *See* Exhibit H. The Defendants again asked Corbis to provide dates that were available to it. Corbis has yet to provide any available date. The Defendants continue to stand ready to allow the inspection as soon as Corbis provides an available date. The Lognikov Defendants also provided their address on July 20, 2006. *See* Exhibit I. The Defendants informed Corbis on July 13, 2006 that there were no U.S. facilities, Exhibit E, and again on July 20, 2006 Exhibit I.

2. Order to freeze assets

A. Paragraph 1 (first account)

Corbis' first complaint regarding this paragraph is that the domain name templatemonster.com was transferred from one register to another in Russia. However, Corbis submits no evidence, let alone clear and convincing evidence, that the Defendants had anything to do with the transfer. The Defendants explained to Corbis on July 13, 2006, Exhibit E, that they did not own the domain name, and had no control over its registration. The Defendants did provide to Corbis, also on July 13, 2006, Exhibit E, in good faith, the name and address of the domain name owner.

Corbis' second complaint is that the Template Defendants are in contempt for asking their payment service providers to release funds so that their ongoing business would not be in default. Corbis' motion relies on third party, single, double and triple hearsay, alleged statements

made by Nikolai Riesenkauff. However, Corbis' attachment I2 to the motion, a letter from Mr. Riesenkauff, does not identify any attempt by the Defendants to withdraw funds. Corbis presents no clear and convincing evidence of any attempt to withdraw funds.

Futhermore, the PI contemplates that the Defendants should have funds available to them to meet their everyday, ordinary needs. *See* Paragraph 5. However, when Corbis was asked if certain funds could be released for this purpose, Ms. Pirri stated "we will not waive enforcement of the provision." *See* Exhibit H, ¶1. Accordingly, the Defendants have filed a motion seeking modification of this provision.¹¹ As a result of the intransigence of the Plaintiff and its counsel to permit the Defendants to conduct their ordinary business, the Defendants are suffering immeasurable financial harm, and may go out of business.

B. Paragraph 1 (second account [IT IS FURTHER ORDERED THAT])

This section of the PI requires financial institutions and the like to "hold and retain," "deny access," and "provide to counsel for Corbis" the matters directed therein. There is nothing for Defendants to do regarding this paragraph. However, based upon the complaint of Corbis, and the Defendants' good faith attempt to resolve the issue before Corbis filed the motion, as required by the local rule, the Template Defendants provided names and accounts of payment service providers on July 26, 2006, Exhibit H, which names Corbis already had.

Additionally, it is another falsehood of Ms. Pirri to state that Defendants' counsel

¹¹*See* composite Exhibit J identifying declarations from business affiliates of the Template Defendants asking that they be paid commissions due, which commissions have nothing to do with Corbis' allegations. *See also* Exhibit K, a letter dated August 1, 2006 from iHostXtremes who provides hosting services to Defendant Mytemplatestorage.com, threatening to discontinue hosting services unless an outstanding payment of \$12,353.27 is made by August 11, 2006.

informed her that Defendants "had no accounts or assets in the United States or abroad." *See* Pirri aff., ¶9. What Defendants' counsel told Ms. Pirri, on July 13, 2006, Exhibit E, was that Defendants had no bank accounts in the U.S. or abroad, and that no documents or assets were taken from the U.S. to be repatriated.

3. Order to repatriate assets and documents

A. Paragraphs 1-3

Corbis complains that Defendants have violated this paragraph because "[n]o defendant has provided any of the required account or asset information." The Defendants informed Corbis on July 13, 2006 that no documents or assets were removed from the United States. Corbis has not provided a scintilla of evidence suggesting that the Defendants removed any asset or document from the U.S. Since nothing was removed, the order to repatriate cannot be violated.¹² However, as stated above, in an abundance of good faith, the Template Defendants did provide names and addresses of its payment service providers. *See* Paragraph 2B above.

B Paragraph 4

Corbis acknowledges that both the Lognikov Defendants and Template Defendants provided the Attachment C, and this was done on July 20, 2006. *See* Exhibit I. Thus, Corbis concedes full compliance with this paragraph regarding the Defendants.

4. Order to commence discovery

Here, both the Lognikov Defendants and Template Defendants timely served this information on Corbis on July 20, 2006, Exhibit I. Corbis complains however that the information

¹²"Repatriate" means "[t]o restore or return to the country of birth, citizenship, or origin. *See* Exhibit L, www.dictionary.com.

is not sufficient because the Lognikov Defendants' statement only pertain to them, and not the Template Defendants as well, and vice versa. This is a petty argument since the information about both Defendants was completely provided.

To reiterate, the Defendants have complied with the terms of the PI. Corbis' assertions to the contrary are without merit. It appears that Corbis' motion is strategic, and meant to prevent Corbis from having to comply with this court's discovery order [DE197]. That order compelled Corbis to produce expeditiously to the Defendants documents and things supporting the scope and content of the copyright registrations and ownership. As of the date of service of this response, Corbis has not complied with the exception of providing copyright registrations already in the possession of the Defendants. Rather, Corbis' pending motion seeks to avoid compliance, by asking the court to bar the Defendants from asking for any discovery. In short, the ulterior motive of Corbis' present motion is to prevent the Defendants from defending the action.

ARGUMENT

As set forth above, the Lognikov Defendants and Template Defendants have complied with the court's PI. The Plaintiff's attempt to lump the Defendants with all defendants is misplaced, and the Defendants respectfully request the court to recognize the distinction between the represented Defendants, and the remainder who may or may not have complied with the PI. *See McGregor v. Chierico, supra.*

Corbis fails to inform the court of its evidentiary burden in connection with its motion. Corbis bears the initial burden, by clear and convincing evidence, that either the Lognikov Defendants or Template Defendants has violated an order of the court. *Id.* at 1383; *Commodity*

Futures Trading Com'n v. Wellington Precious Metals, Inc., 950 F. 2d 1525 (11th Cir.) *cert. denied* *Weiss v. Commodity Futures Trading Com'n*, 506 U.S. 819 (1992). "This clear and convincing proof must also demonstrate that 1) the allegedly violated order was valid and lawful; 2) the order was clear, definite and unambiguous; and 3) the alleged violator had the ability to comply with the order." *Jordan v. Wilson*, 851 F. 2d 1290, 1292 n.2 (11th Cir. 1988)(per curiam).

Corbis attempts to meet its high burden with a declaration from its litigation counsel, attesting to the existence website and press release publications. However, Corbis does not provide any authority that such evidence is probative of contempt.

The Defendants, as above described in detail, address each and every point raised by Corbis. Corbis' main complaint is that the responses are "woefully inadequate." Defendants disagree. Not only have they worked with Corbis, through counsel, to respond to Corbis' concerns, on no less than four different occasions, *see* n. 10, *supra*, but the Defendants have also provided information not required. Specifically, one complaint of Corbis is that the domain name was transferred. The Template Defendants informed Corbis that the domain name was not owned by them, and voluntarily provided the name and address of the owner. Since Corbis has not produced any evidence, let alone clear and convincing evidence, that the Defendants had any right, legal or otherwise, to stop the transfer, that act cannot be held against them.

Another complaint from Corbis is that the Defendants have not complied with the order to repatriate. The Defendants have explained that nothing has been taken to be repatriated. Corbis has presented no evidence that Defendants have taken a single asset or document out of the United States, and thus, there is no violation of the PI. Notwithstanding, Corbis interprets the order to repatriate as a requirement for all defendants to disclose and provide all worldwide assets and

documents to Plaintiff. The Defendants do not read the order so broadly, which order was prepared by Corbis. Thus, there appears to be a dispute regarding interpretation of the order ("the order is not clear, definite and unambiguous") as it relates to the requirement to repatriate.

Yet another complaint is that Defendants have not provided information from Defendant Artvertex, Inc. Though Defendants informed Corbis that that company was dissolved well before initiation of the action, Corbis has not produced a single document to the contrary in order to meet its burden of proof. However, attached as Exhibit M is a corporate statement showing that that entity is dissolved.

Still yet another complaint is that the Defendants have not provided enough information. The Defendants provided declarations as required, Exhibit I, detailing all the information required.

In short, the Template Defendants, once noticed of Corbis' claim, immediately disconnected the link they had with Ultravertex who provided the subject images, so as to address Corbis' primary concern regarding alleged, continued infringement. The Template Defendants have otherwise fully complied with the scope of the order.¹³ So too have the Lognikov Defendants even

¹³Given that the Template Defendants are internet service providers, there is a limitation as to their liability under 17 U.S.C. §512:

(j) Injunctions.— The following rules shall apply in the case of any application for an injunction under section 502 against a service provider that is not subject to monetary remedies under this section:

(1) Scope of relief.—

(A) With respect to conduct other than that which qualifies for the limitation on remedies set forth in subsection (a), the court may grant injunctive relief with respect to a service provider only in one or more of the following forms:

(i) An order restraining the service provider from providing access to infringing material or activity residing at a particular online site on the provider's system or network.

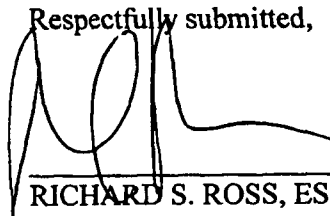
(ii) An order restraining the service provider from providing access to a subscriber or account

though Corbis has not produced a shred of evidence to suggest they ever violated any exclusive right that Corbis might have under 17 U.S.C. §106.¹⁴

CONCLUSION

Corbis complains loudly that all defendants, coming from Russia, are known to be major pirates of their works. Notwithstanding the geo-prejudicial and ethnocentric sentiments of Corbis, including its highly questionable claim of any right to a valid copyright registration, the Defendants have fully complied with the court orders as required. Corbis has failed to meet its burden of proof as to Lognikov Defendants and Template Defendants, and as a result, the motion should be denied.

Respectfully submitted,



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holder of the service provider's system or network who is engaging in infringing activity and is identified in the order, by terminating the accounts of the subscriber or account holder that are specified in the order.

(iii) Such other injunctive relief as the court may consider necessary to prevent or restrain infringement of copyrighted material specified in the order of the court at a particular online location, if such relief is the least burdensome to the service provider among the forms of relief comparably effective for that purpose.

¹⁴Corbis' contention of copyright infringement because defendant Igor Lognikov filed a trademark application misses the mark as a matter of law.

CERTIFICATE OF SERVICE

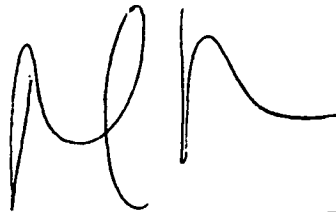
I HEREBY CERTIFY that a true and correct copy of the foregoing was hand delivered to :

Lori Anne Sochin, Esq.
Ronnie Fernandez, Esq.
GREENBERG TRAURIG
1221 Brickell Avenue
Miami, FL 33131

and express mailed to:

Claude M. Stern, Esq.
Laura Pirri, Esq.
QUINN EMANUEL
555 Twin Dolphin Drive
Suite 560
Redwood Shores, CA 94065-2139

this 7th of August, 2006.

A handwritten signature in black ink, appearing to be 'R. S. Ross', written over a horizontal line.

Richard S. Ross

EXHIBIT A

corbis

Overview

Press Room

Photographers Partners

Employment

Image search:

IMAGES

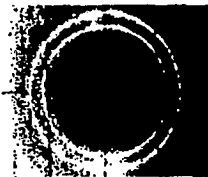
Today's professional communicators rely on the power of imagery like never before—to entertain, to inform, and to sell products. And when they're looking for breakthrough visuals to cut through the clutter—visuals with impact that goes beyond words—they turn to Corbis.



PHOTOGRAPHY

The Corbis collection of more than 70 million images is constantly evolving as we anticipate the latest creative and cultural trends. Every day, we add new images from the world-renowned photographers we represent as well as from our partnerships with image providers and media companies.

Types of Photography



MOTION

The Corbis collection contains contemporary and archival footage for use in film, television, corporate communications, and advertising. Includes footage from Paramount Studios, Oxford Scientific Films, Universal Newsreel, and the U.S. Soccer Federation.



ART & ILLUSTRATION

Included in the Corbis offering are images of the world's greatest artistic achievements—from paintings by Andy Warhol to sculpture by Michelangelo—as well as conceptual work by contemporary artists and illustrators. Includes imagery from the Andy Warhol Foundation, Christie's Images, and the National Gallery, London.

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EXHIBIT B

corbis

Overview

Press Room

Photographers Partners

Employment

image search

CORBIS ON COPYRIGHT

Home | U.S. Copyright Law Explained | Corbis Copyright Registration Program
| FAQ

U.S. COPYRIGHT LAW EXPLAINED

The Need for Better Protection of Digital Images

U.S. copyright law requires you to register the copyright in your photographs before you can sue an offender. If the copyright has not been registered before the infringement happens, you must prove the actual damages and you cannot recover statutory damages, punitive damages or attorney's fees. Without the ability to recover these costs or obtain punitive damages, the cost of bringing a suit could easily outweigh any financial recovery from the offender. It is critical that you register your photographs to effectively protect your copyright.

The reality is that most photographers simply do not register their work. Consequently, an agency must take some action if they wish to protect the pictures they distribute. Before the Internet, offenders usually copied images from marketing catalogs, so agencies began registering copyright in their catalogs as a means of protecting the images. This form of copyright, known as a "compilation copyright," protects the arrangement of material in the catalog (plus any original material that the agency created and included in the catalog). However, it may not separately protect each underlying image, and has proved to be a weak method of protection. In many cases where photographers have relied upon a "compilation copyright" to sue an offender, courts have dismissed the suit, ruling that the compilation copyright did not protect the individual image. (See *Morris v. Business Concepts, Inc.*, where the court recently dismissed a lawsuit filed by a photographer who tried to rely upon a compilation copyright).

New Technology and Law Provide Increased Protection

Technology allows a digital image file to contain many elements, each of which can provide a basis for legal protection. When a photograph is scanned and converted into a digital file, that file can contain the raw scan of the photograph (your intellectual property) as well as any software or embedded information used to digitally track, protect, and manage the digital file (our intellectual property).

Under the law each of these elements can be protected as a separate copyright, or the combination of these elements can be protected as a compilation, providing another blanket of protection. Unlike the "compilation copyright" used to protect catalogs, the bundling of these elements in a single

digital file provides a better means of protection since someone stealing a digital file necessarily steals the included elements as well.

The Digital Millennium Copyright Act (DMCA) which went into effect in 1999, provides yet another way to help photographers and agencies protect against infringement. The DMCA was adopted to help protect material distributed in digital form. Under the DMCA, it is a separate act of infringement to remove, alter, tamper with or reverse-engineer any copyright protection mechanism or management information. In order to take advantage of this law, however, the DMCA is not clear on whether the copyright protection and management information must also be registered. Consequently, photographers and agencies should register this material in compilation form, covering both bases to ensure their rights under this new law

The more legal weapons an agency has to go after copyright offenders, the better its chances to settle or win a claim and obtain adequate damages on behalf of its photographers. If the agency registers these elements, it can claim an additional act of infringement—and additional damages. The deterrent and punitive power of this additional protection is a tremendous legal benefit to you, and under Corbis' Copyright Registration Program, costs you nothing.

Regardless of these additional protections against infringement, photographers are always encouraged to register copyright in their images to obtain the best possible legal protection.

We will defend you against model-release lawsuits if you use our model release.

So... Who Owns What?

Photographers become understandably concerned when their pictures are scanned and combined with these other elements to create a digital file. Some fear that a digital copy of a photograph may yield a separate copyright, and that agencies claiming ownership of a "digital copyright" are, in effect, claiming ownership of the photograph in digital form. This is not true. There is only one copyright in a photograph and the photographer owns it regardless of its format (analog or digital). There is no additional or derivative "digital copyright" created simply by scanning a photograph into digital form, and no one who scans these photographs obtains any additional rights in the digital form of the photograph. (See *Bridgeman v. Corel*)

How does the "compilation copyright" covering the agency-added digital elements impact the photographer's copyright in their photographs? It has no impact. It only protects the elements contributed by the agency, and does not give the agency any rights to the photograph—just as a copyright in a catalog compilation does not give any rights to the catalog owner. No one can use a "compilation copyright" to obtain any rights to use the underlying photograph.

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EXHIBIT C

Copyright

United States Copyright Office

Copyright Registration for Works of the Visual Arts

General Information

Copyright is a form of protection provided by the laws of the United States to the authors of "original works of authorship," including "pictorial, graphic, and sculptural works." The owner of copyright in a work has the exclusive right to make copies, to prepare derivative works, to sell or distribute copies, and to display the work publicly. Anyone else wishing to use the work in these ways must have the permission of the author or someone who has derived rights through the author.

Copyright Protection Is Automatic

Under the present copyright law, which became effective January 1, 1978, a work is automatically protected by copyright when it is created. A work is created when it is "fixed" in a copy or phonorecord for the first time. Neither registration in the Copyright Office nor publication is required for copyright protection under the present law.

Advantages to Copyright Registration

There are, however, certain advantages to registration, including the establishment of a public record of the copyright claim. Copyright registration must generally be made before an infringement suit may be brought. Timely registration may also provide a broader range of remedies in an infringement suit.

Copyright Notice

Before March 1, 1989, the use of a copyright notice was mandatory on all published works, and any work first published before that date should have carried a notice. For works first published on or after March 1, 1989, use of the copyright notice is optional. For more information about copyright notice, request Circular 3, *Copyright Notice*.

2 • Copyright Registration for Works of the Visual Arts

Publication

The copyright law defines "publication" as the distribution of copies of a work to the public by sale or other transfer of ownership or by rental, lease, or lending. Offering to distribute copies to a group of persons for purposes of further distribution or public display also constitutes publication.

A public display does not of itself constitute publication.

A work of art that exists in only one copy, such as a painting or statue, is not regarded as published when the single existing copy is sold or offered for sale in the traditional way, for example, through an art dealer, gallery, or auction house. A statue erected in a public place is not necessarily published.

When the work is reproduced in multiple copies, such as reproductions of a painting or castings of a statue, the work is published when the reproductions are publicly distributed or offered to a group for further distribution or public display.

Publication is an important concept in copyright because, among other reasons, whether a work is published or not may affect the number of copies and the type of material that must be deposited when registering the work. In addition, some works published in the United States become subject to mandatory deposit in the Library of Congress. These requirements are explained elsewhere in this circular.

Works of the Visual Arts

Copyright protects original "pictorial, graphic, and sculptural works," which include two-dimensional and three-dimensional works of fine, graphic, and applied art. The following is a list of examples of such works:¹

- Advertisements, commercial prints, labels
- Artificial flowers and plants
- Artwork applied to clothing or to other useful articles
- Bumper stickers, decals, stickers
- Cartographic works, such as maps, globes, relief models
- Cartoons, comic strips
- Collages
- Dolls, toys
- Drawings, paintings, murals
- Enamel works
- Fabric, floor, and wallcovering designs
- Games, puzzles
- Greeting cards, postcards, stationery
- Holograms, computer and laser artwork
- Jewelry designs

- Models
- Mosaics
- Needlework and craft kits
- Original prints, such as engravings, etchings, serigraphs, silk screen prints, woodblock prints
- Patterns for sewing, knitting, crochet, needlework
- Photographs, photomontages
- Posters
- Record jacket artwork or photography
- Relief and intaglio prints
- Reproductions, such as lithographs, collotypes
- Sculpture, such as carvings, ceramics, figurines, maquettes, molds, relief sculptures
- Stained glass designs
- Stencils, cut-outs
- Technical drawings, architectural drawings or plans, blueprints, diagrams, mechanical drawings
- Weaving designs, lace designs, tapestries

Copyright protection for an original work of authorship does not extend to the following:

- Ideas, concepts, discoveries, principles
- Formulas, processes, systems, methods, procedures
- Words and short phrases, such as names, titles, and slogans
- Familiar symbols or designs
- Mere variations of typographic ornamentation, lettering, or coloring

Useful Articles

A "useful article" is an article having an intrinsic utilitarian function that is not merely to portray the appearance of the article or to convey information. Examples are clothing, furniture, machinery, dinnerware, and lighting fixtures. An article that is normally part of a useful article may itself be a useful article, for example, an ornamental wheel cover on a vehicle.

Copyright does not protect the mechanical or utilitarian aspects of such works of craftsmanship. It may, however, protect any pictorial, graphic, or sculptural authorship that can be identified separately from the utilitarian aspects of an object. Thus, a useful article may have both copyrightable and uncopyrightable features. For example, a carving on the back of a chair or a floral relief design on silver flatware could be protected by copyright, but the design of the chair or flatware itself could not.

Some designs of useful articles may qualify for protection under the federal patent law. For further information, contact the Patent and Trademark Office at *Commissioner of Patents & Trademarks, US Patent & Trademark Office, PO Box 1450, Alexandria, VA 22313-1450* or via the Internet at www.uspto.gov. The telephone number is (800) 786-9199 and the TTY number is (571) 272-9950. The automated information line is (571) 272-1000.

Copyright in a work that portrays a useful article extends only to the artistic expression of the author of the pictorial, graphic, or sculptural work. It does not extend to the design of the article that is portrayed. For example, a drawing or photograph of an automobile or a dress design may be copyrighted, but that does not give the artist or photographer the exclusive right to make automobiles or dresses of the same design.

Registration Procedures

If you choose to register a claim in your work, package together the following materials in the same envelope:

- 1 A properly completed application form
- 2 A nonreturnable deposit of the work to be registered, and
- 3 A nonrefundable filing fee* in the form of a check or money order payable to the *Register of Copyrights* with each application

*NOTE: Copyright Office fees are subject to change. For current fees, please check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000.

Send the items to:

Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20559-6000

Application Form

Form VA is the appropriate form for registration of a work of the visual arts. The form should be completed legibly with black ink or type. Do not use pencil or send a carbon copy. All pertinent information should be given on the basic application form.

If you photocopy our forms, be sure that they are legible and printed head-to-head so that when you turn the sheet over, the top of page 2 is directly behind the top of page 1. Do not send two-page photocopies. The application must bear

an original signature in ink. A continuation sheet supplied by the Copyright Office should be used only when all necessary information cannot be recorded on the basic form. No other attachments will be accepted. For information on ordering application forms and circulars, see "For Further Information" on page 6 of this circular.

Deposit Requirements

Circular 40A, *Deposit Requirements for Registration of Claims to Copyright in Visual Arts Material*, provides a basic guide about material that should be sent when registering a claim. Circular 40A also defines basic terms such as "complete copy," "best edition," and "identifying material." The following is a general outline of the deposit requirements:

Two-Dimensional Works

If unpublished, send one complete copy or identifying material.

If first published in the United States on or after January 1, 1978, generally send two complete copies of the best edition.

If first published in the United States before January 1, 1978, send two complete copies of the best edition as first published. Where identifying material is permitted or required, the identifying material must represent the work as first published.

If first published outside the United States before March 1, 1989, send one complete copy of the work as first published. Where identifying material is permitted or required, the identifying material must represent the work as first published.

If first published outside the United States after March 1, 1989, send one complete copy of either the first published edition or the best edition of the work.

Three-Dimensional Works and Two-Dimensional Works Applied to Three-Dimensional Objects

For published and unpublished works, send identifying material, such as photographs. Do not send the three-dimensional work.

Special Provisions

For some works first published in the United States, only one copy is required instead of two. These include:

- Greeting cards, picture postcards, stationery, business cards
- Games
- Pictorial matter or text on a box or container (where the contents of the container are not claimed)

Copyright Registration for Works of the Visual Arts · 4

- Contributions to collective works. The deposit may be either one complete copy of the best edition of the entire collective work, the complete section containing the contribution, the contribution cut from the collective work in which it appeared, or a photocopy of the contribution itself as it was published in the collective work.

For some works, identifying material is permitted, not required. For example, either identifying material or actual copies may be deposited for some unpublished works and for limited editions of posters or prints with certain qualifying conditions.

For all works that exceed 96 inches in any dimension, identifying material is required.

For additional information on what is permitted or required for registration of certain kinds of visual arts works, see the *Code of Federal Regulations*, sections 202.19, 20, and 21, which contains the deposit regulations of the Copyright Office (www.copyright.gov/title37/202/index.html).

Deposits cannot be returned.

Registration for Two or More Works with One Application and Fee

Two or more individual works may be registered with one application and fee as follows:

Unpublished Works

A group of unpublished works may be registered as a collection if *all* the following conditions are met.

- The elements of the collection are assembled in an orderly form.
- The combined elements bear a single title identifying the collection as a whole.
- The copyright claimant or claimants for each element in the collection are the same.
- All the elements are by the same author, or if they are by different authors, at least one author has contributed copyrightable authorship to each element.

NOTE: Works registered as an unpublished collection will be listed in the records of the Copyright Office only under the collection title.

Published Works

All copyrightable elements that are included in a single unit of publication and in which the copyright claimant is the same may be considered a single work for registration

purposes. An example is a game consisting of playing pieces, a game board, and game instructions.

Group Registration of Published Photographs

A single registration for a group of published photographs can be made if:

- All the photographs were taken by the same photographer, regardless of whether the author is an individual or an employer for hire.
- All the photographs were first published in the same calendar year.
- All the photographs have the same copyright claimant(s).

Group Registration of Contributions to Periodicals

A single registration may be made for a group of contributions to periodicals if *all* the following conditions are met.

- All the works have the same copyright claimant.
- All the works are by the same author.
- The author of each work is an individual, not an employer or other person for whom the work was made for hire.
- Each work was first published as a contribution to a periodical (including newspapers) within a 12-month period.
- The application identifies each contribution separately, including the periodical containing it and the date of its first publication.

In addition to the above conditions, if first published before March 1, 1989, a contribution as first published must have borne a separate copyright notice, and the name of the owner of copyright in the work (or an abbreviation or alternative designation of the owner) must have been the same in each notice.

Such contributions are registered on Form VA accompanied by Form GR/CP (group registration of contributions to periodicals). Examples of works eligible for such a group registration include cartoon strips, newspaper columns, horoscopes, photographs, drawings, and illustrations.

No Blanket Protection

Registration covers only the particular work deposited for the registration. It does not give any sort of "blanket" protection to other works in the same series. For example, registration of a single cartoon or comic strip drawing does not cover any earlier or later drawings. Each copyrightable version or issue must be registered to gain the advantages of registration for the new material it contains. However, under the conditions described above under "Published Works" and "Group Regis-

5 • Copyright Registration for Works of the Visual Arts

tration of Contributions to Periodicals," certain group registrations may be made with one application and fee.

Mandatory Deposit for Works Published in the United States

Although a copyright registration is not required, the 1976 Copyright Act establishes a mandatory deposit requirement for works published in the United States. In general, the owner of copyright or the owner of the exclusive right of publication in the work has a legal obligation to deposit in the Copyright Office within 3 months of publication in the United States two complete copies or phonorecords of the best edition. It is the responsibility of the owner of copyright or the owner of the right of first publication in the work to fulfill this mandatory deposit requirement. Failure to make the deposit can result in fines and other penalties but does not affect copyright protection.

Some categories of pictorial, graphic, and sculptural works are exempt from this requirement, and the obligation is reduced for other categories. The following works are exempt from the mandatory deposit requirement:

- Scientific and technical drawings and models
- Greeting cards, picture postcards, and stationery
- Three dimensional sculptural works, except for globes, relief models, and similar cartographic works
- Works published only as reproduced in or on jewelry, toys, games, textiles, packaging material, and any useful article
- Advertising material published in connection with articles of merchandise, works of authorship, or services
- Works first published as individual contributions to collective works (but not the collective work as a whole)
- Works first published outside the United States and later published without change in the United States, under certain conditions (see CFR 202.19, 20, and 21 at www.copyright.gov/title37/202/index.html)

Copies deposited for the Library of Congress under the mandatory deposit provision may also be used to register the claim to copyright but only if they are accompanied by the prescribed application and fee for registration. For further information about mandatory deposit, request Circular 710, *Mandatory Deposit of Copies or Phonorecords for the Library of Congress*.

Effective Date of Registration

A copyright registration is effective on the date the Copyright Office receives all the required elements in acceptable form, regardless of how long it then takes to process the application and mail the certificate of registration. The time the Copyright Office requires to process an application varies, depending on the amount of material the Office is receiving.

If you apply for copyright registration, you will not receive an acknowledgment that your application has been received (the Office receives more than 600,000 applications annually), but you can expect

- A letter or a telephone call from a Copyright Office staff member if further information is needed or
- A certificate of registration indicating that the work has been registered, or if the application cannot be accepted, a letter explaining why it has been rejected.

If you want to know the date that the Copyright Office receives your material, send it by registered or certified mail and request a return receipt.

Moral Rights for Visual Artists

For certain one-of-a-kind visual art and numbered limited editions of 200 or fewer copies, authors are accorded rights of attribution and integrity. The right of attribution ensures that artists are correctly identified with the works of art they create and that they are not identified with works created by others. The right of integrity allows artists to protect their works against modifications and destructions that are prejudicial to the artists' honor or reputation. These rights may not be transferred by the author, but they may be waived in a written instrument. Transfer of the physical copy of a work of visual art or of the copyright does not affect the moral rights accorded to the author.

For works of visual art incorporated in a building, special rules apply. If the owner of a building desires to remove such a work from the building and removal is possible without destruction, the owner is required to accord the author the opportunity to make the removal himself. A registry is established within the Copyright Office to record information relevant to this obligation. Both owners of buildings and authors of visual art incorporated in buildings may record statements in the registry. For further information, see Visual Arts Registry, (37 CFR 201.25) at www.copyright.gov/title37/201/37cfr201-25.html.

For Further Information

Information via the Internet

Circulars, announcements, regulations, other related materials, and all copyright application forms are available from the Copyright Office website at www.copyright.gov.

Information by telephone

For general information about copyright, call the Copyright Public Information Office at (202) 707-3000. The TTY number is (202) 707-6737. Staff members are on duty from 8:30 AM to 5:00 PM, eastern time, Monday through Friday, except federal holidays. Recorded information is available 24 hours a day. Or, if you know which application forms and circulars you want, request them 24 hours a day from the Forms and Publications Hotline at (202) 707-9100. Leave a recorded message.

Information by regular mail

Write to:

*Library of Congress
Copyright Office
Publications Section
101 Independence Avenue SE
Washington, DC 20559-6000*

Endnote

1. Copyright protection extends to the design of a building created for the use of human beings. Architectural works created on or after December 1, 1990, or that on December 1, 1990, were either unconstructed or embodied only in unpublished plans or drawings are eligible. For registration of architectural works, use Form VA. Request Circular 41, *Copyright Claims in Architectural Works*, for more information.

EXHIBIT D

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Overview

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[FAQ](#)

THE CORBIS COPYRIGHT REGISTRATION PROGRAM

The Least We Can Do—"Compilation" of Pictures

Corbis recognizes the increased risk of theft posed by the distribution of digital images across the Internet. This is why we help our photographers register their unpublished images—and encourage them to register their previously published images. However, we also recognize that most photographers (especially editorial and news photographers) do not register their copyright in their prior published images. Without some degree of protection, they and their agency would be unable to use the tools provided by copyright law to enforce photographers' rights and recover the maximum amount of damages—or, more often, to obtain an early settlement of any unauthorized use claims more quickly and proactively. NOTE: The Corbis Copyright Registration Program is optional. Any photographer can choose to register images separately on his/her own behalf. We encourage you to make sure your images are registered, using whatever method you choose.

At Corbis, we looked at every available legal tool that would help us pursue offenders. Agencies have historically claimed copyright for their catalogs and online databases under a "compilation copyright." Corbis can register this compilation in bulk format and simultaneously register the copyright for our photographers in their unpublished images (which we assign back to the photographer). The result is at least one layer of protection for previously published images and at least two layers of protection for unpublished images—a tremendous legal benefit to photographers at our effort and expense.

For years, photographers and agencies asked the Copyright Office to adopt registration policies that allowed for the easy, inexpensive registration of photography. Working closely with PACA we succeeded in formulating a policy that would allow us to register unpublished photographs in bulk on behalf of our photographers. But there was a catch—the Copyright Office required that although our bulk registration could cover several photographs from many photographers, only one party could be listed as the claimant. (For more detail, read the Copyright Office Circular at <http://www.loc.gov/copyright/fls/fl107.pdf>)

In order to satisfy the Copyright Office requirement of having only one claimant, Corbis was required to have each photographer temporarily assign his/her copyright to Corbis. Once the registration is complete, Corbis assigns back to each photographer his or her respective copyright interest. The benefit is that Corbis can help photographers obtain copyright protection—at our effort and expense—by acting as their agent for purposes of registration. This is the practice that we have successfully followed for a number of years, helping photographers register hundreds of thousands of their photographs.

Just For Good Measure—"Compilation" of Digital Elements

To add another layer of protection against infringements Corbis also registers a different kind of "compilation copyright," one that covers the distinct elements in a digital file. (This is different than the "compilation" above, which refers to a collection of images, not elements). This registration of elements in a digital file provides better protection for each image, since each image contains some degree of these elements. Remember, someone stealing a digital file is also stealing the included elements, so this method of registration turns that single theft into at least two separate infringements.

Corbis only claims authorship for the elements we contribute, and lists the photographers as separate authors for the photographs that we register on their behalf. However, because there can be only one claimant for bulk registrations, Corbis must still obtain a temporary assignment from photographers for the underlying photographs. Again, once the registration is issued, Corbis assigns copyright ownership of the photograph back to the photographer, retaining ownership only for the compilation that covers the Corbis elements

Also, our compilation copyright can only cover the elements of a digital file that Corbis contributes. It cannot give Corbis any rights to the underlying image, nor any derivative rights to use a digital file containing that image. It can only be used to protect against infringement of these elements and to provide Corbis and its photographers with a second layer of protection with which to pursue offender, preserving the ability to recover additional damages and attorneys fees.

Our contract makes clear that we will destroy our digital file of your image upon termination of your agreement. It also clarifies that we share with photographers all recovery resulting from such theft, whether the recovery is based on the photographer's copyright or includes infringement of the compilation copyright.

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EXHIBIT D1

FROM : KEN REDDING PHOTOGRAPHY

FAX NO. : 9782559332

Aug. 03 2006 02:47PM P1

Ken Redding Photography
<http://www.kredding.com>


Invoice

DATE: 08/04/2006

Client:
Templemonster.com

For:
Usage of the photo in brochure template and
website template of travel agency.

Please initial the following sections which detail the license of the usage of photo between Ken Redding and Templemonster.com and sign the invoice at the bottom of this page.

Signature	The photo of skateboarder in the air (see the preview below).	
	A. Usage in brochure template	250 USD.
	B. Usage in website template	200 USD
	Total: 450 USD	
	Payment terms: Check sent by Fedex - <i>send check to:</i> <i>Ken Redding Photo</i> <i>988 Priscilla's Way</i> <i>Grand Junction, Co. 81505</i>	
Preview of the photo:		
		

ACCEPTANCE OF AGREEMENT:

I certify that I am the create and copyright owner of the photo I am selling with this invoice.

Seller's signature

Date

8/3/06

*I will scan this image
a.s.a.p - let me know size
(i.e. = 8x10" @ 300 dpi) - or whatever*



EXHIBIT E

Subject: Re: Court Order Requiring Scheduling Report and Certificates of Interested Parties
From: Richard Ross <prodp@ix.netcom.com>
Date: Thu, 13 Jul 2006 17:25:31 -0400
To: Laura Pirri <laurapirri@quinnemanuel.com>
BCC: David Braun <david.braun@gmail.com>, Igor Lognikov <inbox2004@gmail.com>

Ms. Pirri:

We will be out of town from July 29, 2006 to August 7, 2006. Given the court's order to file the joint scheduling report by August 2, 2006, we recommend an earlier meeting. Please advise.

Further, in compliance with the PI, we provide the following information, conditioned in that we were retained formally on July 11, 2006. Our clients are foreign citizens residing in the former Soviet Republic. We are having communication difficulties, but, in good faith, provide what we reasonably believe to be fully compliant with the presently:

Page 3, paragraph 3: Dmitry Tsurkan of Ultravertex, 48 Bandary Street, App. 9, Striy, Lviv Region, Ukraine 82400;

Page 4, paragraph 8: I expect to receive this Tuesday, by DHL courier, CDs the Template Defendants received from Ultravertex. We would like to stipulate with you that we can make a copy to preserve for evidence at trial, and forward the originals to you. Please advise.

Page 4, paragraph 9: An agent of Corbis will be granted access to the facility of the Template Defendants. The facility, however, is located in Russia. Please advise the name of the agent and when you want to inspect.

Page 5, paragraph 1: The domain name www.templatemonster.com was transferred by its owner, a non party. Our clients have no control over the owner. The owner's information is Dmitry Zolotarev, 52/3 Shapiro Street, Ashkelon, Israel. The funds transfer was made in the ordinary course of business, to pay ordinary and typical expenses such as hosting and support for the regular business operations, and meets the spirit of page 6, paragraph 5.

Page 7, paragraph 3: There are no bank accounts abroad or in the US.

Page 7, paragraph 1: No documents or assets have been taken out of the US, thus there is nothing to repatriate.

Further, we have been made aware that all photographic images supplied to the Template Defendants have been removed from the website in that all links to Ultravertex have been removed. The Template Defendants posted a notice to any user of the Ultravertex images of the same. No records have been destroyed or will be.

You also need to be made aware that the Template Defendants are wholly distinct from Ultravertex, and Mr. Lognikov has no business involvement with either the Template Defendants or Ultravertex. We are aware of no allegation which supports any violation of your client's copyrights, to the extent they are valid, with regard to Mr. Lognikov, Artvertex, Inc. or the Web Design Library, and ask for proof thereof, or dismissal of those defendants.

We await your further comments.

Sincerely,
RICHARD S. ROSS, ESQ.

Atrium Centre
4801 S. University Drive
Suite 237
Ft. Lauderdale, Florida 33328
tel 954/252-9110
fax 954/252-9192

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To the extent that this e-mail communication and the attachment(s) hereto, if any, may contain written advice concerning or relating to a Federal (U.S.) tax issue, United States Treasury Department Regulations (Circular 230) require that we (and we do hereby) advise and disclose to you that, unless we expressly state otherwise in writing, such tax advice is not written or intended to be used, and cannot be used by you (the addressee), or other person(s), for purposes of (1) avoiding penalties imposed under the United States Internal Revenue Code or (2) promoting, marketing or recommending to any other person(s) the (or any of the) transaction(s) or matter(s) addressed, discussed or referenced herein for IRS audit, tax dispute or other purposes.

Laura Pirri wrote:

Mr. Ross,

Please see the attached Order Requiring Scheduling Report and Certificates of Interested Parties.

We are available to meet and confer pursuant to Local Rule 16.1.B any time on Tuesday July 25 or between 9 a.m. and 11 a.m. PDT (12 p.m. and 2 p.m. EDT) on Thursday July 27. Please advise which of those days and times works for you.

Although I am sure that you are familiar with them, you may find the Court's Local Rules at <http://www.flsd.uscourts.gov/>.

Thank you.

Laura C. Pirri
Quinn Emanuel Urquhart Oliver & Hedges, LLP
555 Twin Dolphin Drive, Suite 560
Redwood Shores, CA 94065
Direct: (650) 801-5011
Main Phone: (650) 801-5000
Main Fax: (650) 801-5100
E-mail: laurapirri@quinnemanuel.com
Web: www.quinnemanuel.com

EXHIBIT F

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Flash Template #8267



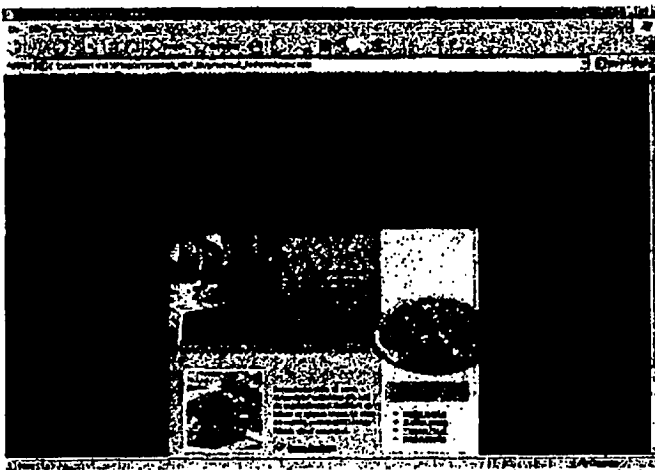
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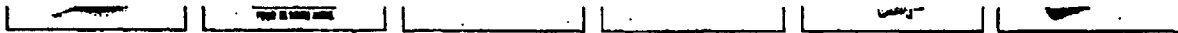
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EXHIBIT G



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Welcome to Template Monster Press Room

Template Monster Breaks off the Agreement with Ultravertex.com

Template Monster is disappointed with Ultravertex.com's unethical business practices and severs the agreement with this company.

Brooklyn, N.Y., July 03, 2006 Template Monster, the largest website template provider on the Web, breaks off the agreement with Ultravertex.com, Images provider.

The agreement between Template Monster and Ultravertex.com lasted for several years. The subject of the agreement was Template Monster's purchase of an exclusive license for website templates providers. According to this license Template Monster was able to grant to all of their clients a free account on Ultravertex.com. Template Monster states that the purchase of this license from Ultravertex.com was very expensive, but that Template Monster was able to offer the free accounts with the image provider to give an excellent bonus for Template Monster clients.

Recently Template Monster was informed that Ultravertex.com hasn't responded to Template Monster clients' complaints. Template Monster clients report that they have received allegations that some of the images sold by Ultravertex.com are not owned or licensed by ultravertex.com. Template Monster did its own investigation and found that Ultravertex.com was indeed not responding to many requests, nor would Ultravertex.com respond to Template Monster's questions as to the exact ownership of its images or its lack of responses to Template Monster's clients recently. Template Monster states that it cares about its clients and the investigation will continue for that reason. The results of the investigation thus far have shown that some of the images Ultravertex.com sells apparently do not belong to them, so their selling of the images has raised disputes. If Template Monster receives further information about Ultravertex.com, from the company or other reputable sources, Template Monster will print the information for its clients. Because Ultravertex.com has become unreliable and is unwilling to answer Template Monster's questions, Template Monster made the decision to break off the agreement. At this point in time Template Monster sees no other way to solve these issues but by going to court.

"We are extremely upset with this situation," says David Braun, CEO of Template Monster. "The free account with the image provider was a great bonus for our clients. Unfortunately, we have no other choice but to break off this agreement in order not to mislead our clients. We are very sorry about the situation but we do promise to provide a similar bonus for all of our clients as soon as possible."

Currently Template Monster has removed all the links to Ultravertex.com from its website. And Template Monster strongly recommends to all of its clients not to use any images from Ultravertex.com.

About TemplateMonster.com

TemplateMonster.com - is a first-rate E-commerce company. Template Monster was started in 2002 as a project of Artvertex, Inc. (In no way affiliated with or ever connected to Ultravertex.com). Template Monster was the first company to offer high-quality website templates. TemplateMonster.com enjoys more than 30,000 unique visitors daily, and consistently numbers among the top 1,000 most popular websites on the Internet.

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EXHIBIT H

Subject: Re: Provisions of TRO and PI With Which Defendants Have Not Complied
From: Richard Ross <prod@ix.netcom.com>
Date: Wed, 26 Jul 2006 15:24:09 -0400
To: Laura Pirri <laurapirri@quinnemanuel.com>

Laura,

Pursuant to our conference two days ago on July 24, 2006 re: L.R. 7.1.A.3 in connection with your statement that you will be filing a motion for contempt against our clients, we provide the following response. However, we see that you already filed the motion. Nonetheless, here is our response.

Sincerely,
RICHARD S. ROSS, ESQ.
Atrium Centre
4801 S. University Drive
Suite 237 (NEW SUITE NUMBER)
Ft. Lauderdale, Florida 33328
tel 954/252-9110
fax 954/252-9192

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NOTICE UNDER U.S. TREASURY DEPARTMENT CIRCULAR 230, Regulations Governing the Practice of Attorneys, Certified Public Accountants, Enrolled Agents, Enrolled Actuaries, and Appraisers before the Internal Revenue Service:

To the extent that this e-mail communication and the attachment(s) hereto, if any, may contain written advice concerning or relating to a Federal (U.S.) tax issue, United States Treasury Department Regulations (Circular 230) require that we (and we do hereby) advise and disclose to you that, unless we expressly state otherwise in writing, such tax advice is not written or intended to be used, and cannot be used by you (the addressee), or other person(s), for purposes of (1) avoiding penalties imposed under the United States Internal Revenue Code or (2) promoting, marketing or recommending to any other person(s) the (or any of the) transaction(s) or matter(s) addressed, discussed or referenced herein for IRS audit, tax dispute or other purposes.

Laura Pirri wrote:

◇Richard:

Pursuant to our discussion today, the defendants still have not complied with the following eleven provisions of the Temporary Restraining Order and Preliminary Injunction, all of which were identified previously in Claude's July 12 email. Please remedy these violations immediately. As we mentioned today, we have not received anything from you since your July 13 email, which as Claude stated was woefully incomplete, failing to address most of the eleven provisions identified in this email. We are preparing and will be filing a contempt motion for these violations.

(1) Preliminary Injunction ("PI") and Temporary Restraining Order ("TRO"), pp. 5-6, ¶ 1: The

defendants and their agents were enjoined from transferring, spending, withdrawing, or otherwise disposing of funds, personal property, and other assets, including, assets held by or for a defendant at a payment service provider. "Asset" is defined to include intangible personal property, accounts, credits, and all cash, wherever located

The defendants are violating this provision by demanding withdrawal of funds from their online payment service provider accounts and threatening legal action if those funds are not released. The accounts are subject to the asset freeze provisions of the PI, and we will not waive enforcement of the provisions.

◇

SINCE THE ACCOUNTS ARE FROZEN, DEFENDANTS CANNOT WITHDRAW ANY FUNDS. FURTHER, CORBIS IS VIOLATING THE SPIRIT AND SCOPE PER P. 6, PARAGRAPH 5 BY NOT LETTING THE DEFENDANTS HAVE FUNDS TO OPERATE THEIR BUSINESSES IN THE ORDINARY COURSE AND THAT HAVE NOTHING TO DO WITH THIS CASE. WE ASKED YOU TO PERMIT THEM ACCESS TO THE FUNDS AND YOU REFUSED. OUR PENDING MOTION TO MODIFY THE PI WILL ADDRESS THIS MATTER.

◇The defendants have violated this provision by transferring the domain name <templatemonster.com> out of the country to a domain name registrar in Russia. Please immediately return <templatemonster.com> to the registrar GoDaddy.com, Inc. in Arizona.

WE PREVIOUSLY ADVISED YOU ON JULY 13 THAT THE DEFENDANTS DO NOT OWN THE DOMAIN NAME AND DO NOT CONTROL ITS REGISTRATION. THE OWNER'S NAME HAS BEEN PROVIDED TO YOU.

◇

(2) TRO and PI, pp. 6-7, ¶ 1: The defendants were ordered to provide to counsel for Corbis certain account and asset information within three business days of service of the TRO and PI.

No defendant has provided any of the required account or asset information. It is clear that the defendants have accounts and assets in the United States or abroad. Please provide this information immediately.

THE PI PROVIDES AT PP. 6-7 THAT FINANCIAL INSTITUTIONS AND THE LIKE SHALL GIVE ACCOUNT INFORMATION. ALL THAT DEFENDANTS WERE REQUIRED TO DO WAS TO PROVIDE YOU WITH THE SIGNED ATTACHMENT C TO ENABLE YOU TO OBTAIN THE FINANCIAL INFORMATION YOU SEEK.

◇

(3) PI, p. 10: The defendants were ordered to inform Corbis, in writing and under oath, of the names and contact information of the officers and shareholders of each defendant entity. This was required ten days after service of the PI.

The defendants have failed to provide any of the required contact information. Please provide this information immediately.

THIS INFORMATION WAS PROVIDED ON JULY 13, AND SUPPLEMENTED ON JULY 20
(WHICH WAS ALSO FAXED TO YOU ON JULY 24, 2006)

◇

(4) TRO and PI, p. 8, ¶ 4: The defendants were ordered to sign and deliver to Corbis's counsel the Consent to Release of Financial Records which is Attachment C to the TRO and PI. The signed release was due within three business days after service of the TRO and PI.

No defendant has signed and delivered the release to Corbis's counsel. Please provide it immediately. Neither we nor counsel at Greenberg Traurig have received any release from you or any defendant.

AGAIN, PROVIDED ON JULY 20 BY MAIL, AND FAXED TO YOU ON JULY 24, 2006.

◇

(5) TRO and PI, p. 3, ¶ 3: The defendants were ordered to disclose to Corbis' counsel certain contact information for all persons that at any time participated in the copying, publishing, distribution, or marketing of any Corbis Images. This information was due within 12 hours of receipt of the TRO and PI.

The defendants have failed to provide any of the required contact information for any person with the exception of one person allegedly at Ultravertex and even his contact information is incomplete. The evidence introduced in support of the TRO and PI showed the Corbis Images distributed on TemplateMonster.com. However, you have not identified or provided contact information for any person at TemplateMonster.com. Please provide complete contact information for all persons as required by this provision.

AGAIN, PROVIDED ON JULY 20 BY MAIL, AND FAXED TO YOU ON JULY 24, 2006.

◇

(6) TRO and PI, p. 3, ¶ 4: The defendants were ordered to notify all persons that participated in the copying, publishing, distribution, or marketing of any Corbis Images of the TRO and PI; provide those persons with copies of the TRO and PI; and instruct them to immediately stop. This was required within 12 hours of receipt of the TRO and PI.

Please confirm that the defendants have notified all persons that participated in the copying, publishing, distribution, or marketing of any Corbis Images of the TRO and PI; provided those persons with copies of the TRO and PI; and instructed them to immediately stop. Please confirm this for all persons--not just the person allegedly at Ultravertex--as provided above in #5.

THIS HAS BEEN DONE PER THE DEFENDANTS' HOMEPAGE.

◇

(7) TRO and PI, p. 3, ¶ 5: The defendants were ordered to obtain all copies of Corbis Images from all those who participated in the copying, publishing, distribution, or marketing of any Corbis Images. This was required within 48 hours of receipt of the TRO and PI.

Please confirm that the defendants have obtained all copies of Corbis Images from all those who participated in the copying, publishing, distribution, or marketing of any Corbis Images. Please

confirm this for all persons--not just the person allegedly at Ultravertex--as provided above in #5.

WE CAN ONLY SPEAK FOR OUR CLIENTS, AND THIS HAS BEEN DONE; THE ONLY SOURCE OF THE IMAGES WAS FROM ULTRAVERTEX.

◇

(8) TRO and PI, p. 4, ¶ 8: The defendants were ordered to turn over for impoundment to Corbis's counsel all copies of Corbis Images, including computer disks, hard drives, servers, and other storage media on which defendants stored such images.

No defendant has turned over to Corbis's counsel any Corbis Images or any storage media on which such images are stored. Please do so immediately.

WE TOLD YOU ON JULY 13 THAT WE INSTRUCTED OUR CLIENT TO SEND ALL DISKS, AND WE ASKED YOU IF WE CAN MAKE A COPY TO PRESERVE AS EVIDENCE FOR TRIAL. WE NOW HAVE THE DISKS, BUT YOU HAVE NOT RESPONDED TO OUR REQUEST.

◇

(9) The defendants were ordered to permit an agent of Corbis to inspect their premises to ensure compliance with the Court's impoundment order.

With respect to the facility in Russia that you represent belongs to the Template Defendants, please advise where in Russia it is located and what is the first date that it is available for inspection. Please also advise where the facilities of the Lognikov Defendants are located and the first date that they are available for inspection. Please also advise when and whether the defendants' United States facilities are available for inspection.

HERE IS THE ADDRESS FOR THE TEMPLATE DEFENDANTS: 126, SOVIET AVENUE, CHEREPOVETZ, VOLOGOSKAYA OBLAST, 162622; THE LOGNIKOV DEFENDANTS ADDRESS WAS PREVIOUSLY GIVEN TO YOU ON JULY 20, 2006. THERE ARE NO FACILITIES IN THE US. WE ARE TRYING TO GET AVAILABLE DATES, BUT IT IS HOLIDAY SEASON THERE. PLEASE ADVISE SEVERAL DATES THAT ARE AVAILABLE TO YOU.

◇

(10) TRO and PI, pp. 7-8, ¶ 1: The defendants were ordered to repatriate to the United States all documents and assets outside the United States within defendants' control. This was required within three business days of service of the TRO and PI.

This provision is not limited to documents and assets taken outside the United States. It requires repatriation of all documents and assets outside the United States regardless of whether they were taken from the United States. Please comply with this provision immediately.

NOTHING WAS TAKEN OUT OF THE U.S.; THERE IS NOTHING TO REPATRIATE. HERE WE WILL HAVE TO AGREE TO DISAGREE. WE DO NOT BELIEVE THE COURT'S ORDER REQUIRES THE DEFENDANTS TO FORWARD FROM RUSSIA ALL OF THEIR WORLDLY POSSESSIONS TO CORBIS.

◇

(11) TRO and PI, p.8, ¶2: The defendants were ordered to provide Corbis a full accounting of all documents and assets outside the United States or repatriated to the United States within defendants' control. This was required within three business days of service of the TRO and PI.

2CO.com. IT IS REGISTERED TO template-help.com; Moneybookers.com. THE ACCOUNT ID IS: money@template-help.com; CHRONOPAY, THE ACCOUNT NAME IS template-help.com.

◇

No defendant has provided the required full accounting. Please provide it immediately.

Thank you.

Laura C. Pirri

Quinn Emanuel Urquhart Oliver & Hedges, LLP

555 Twin Dolphin Drive, Suite 560

Redwood Shores, CA 94065

Direct: (650) 801-5011

Main Phone: (650) 801-5000

Main Fax: (650) 801-5100

E-mail: laurapirri@quinnemanuel.com <<mailto:ulaurapirri@quinnemanuel.com>>

Web: www.quinnemanuel.com <<http://www.quinnemanuel.com/>>

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EXHIBIT I

LAW OFFICE
RICHARD S. ROSS, Esq.
ATRIUM CENTRE
4801 SOUTH UNIVERSITY DRIVE
SUITE 237
FORT LAUDERDALE, FLORIDA 33328

RICHARD S. ROSS
MEMBER OF
FLORIDA BAR & FEDERAL BAR
REGISTERED PATENT ATTORNEY

July 20, 2006

TELEPHONE
(954) 858-9110
FACSIMILE
(954) 858-9198

Lori Anne Sochin, Esq.
Ronnie Fernandez, Esq.
GREENBERG TRAURIG
1221 Brickell Avenue
Miami, FL 33131

Claude M. Stern, Esq.
Laura Pirri, Esq.
QUINN EMANUEL
555 Twin Dolphin Drive
Suite 560
Redwood Shores, CA 94065-2139

RE: LOGNIKOV, ET AL ADV CORBIS

Counsel:

Enclosed please find our clients' compliance with the court's order to commence discovery, including Attachment C to the preliminary injunction. If we can be of further assistance, please do not hesitate to contact us.

Sincerely,

RICHARD S. ROSS, ESQ.

RSR/me
Enclosures

IGOR LOGNIKOV

Address: Bestuzhev str., 3a, apt. 62, Moscow, Russia, zip 128586. Apartment phone num.
+79198023638. Cell. Phone number: +78284287884.

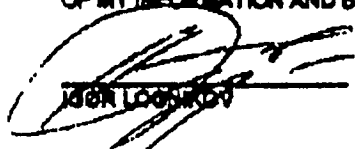
ARTVERTEX, INC.

Company was dissolved around 1 year ago. At the time of company's formation I resided 7115, 3rd ave., apt. 2a, Brooklyn, New York, 11208. That's why I used this address during registration. There is no physical office related to this company.

WEB DESIGN LIBRARY

Project is operated by me, solely. Once it was developed by external team of web developers in Ukraine, I can not define any exact address for it. I believe it's address should be considered the same as my address.

I, IGOR LOGNIKOV, SWEAR THAT THIS INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY INFORMATION AND BELIEF.



IGOR LOGNIKOV

20 July 2006

ANDREI KOULIKOVSKI
NOW RESIDING AT: CHERNOVOLA 16, APT. 58, KIEV, UKRAINE
CHIEF EXECUTIVE OFFICER OF MYTEMPLATESTORAGE.COM.

TEMPLATEMONSTER.COM

This is not an entity. This is the domain name that belongs to one of affiliates who registered on www.mytemplatestorage.com. I have no control on this. I believe, their address is Shapiro 52, Ashkelon, Israel.

TEMPLATE TUNING

This is the project that is also operated by the team of Mytemplatestorage.com. Copyright on website and content is registered on Colman Alliance LLC company, which is registered in British Virgin Islands

MYTEMPLATESTORAGE.COM

Office of Mytemplatestorage.com is located: Puskunskaya Str. 1, Apt. 18, Petrozavodsk, Karelia, Russia, ZIP 185670. Office apartment is rented on name Vasil Gurjy - he is responsible for all real estate issues related to my business. Phone +78284287884.

TEMPLATE-HELP.COM

This is just the domain name owned by Mytemplatestorage.com team. Used for internal needs.

TEMPLATE-DELIVERY.COM

This is just the domain name owned by Mytemplatestorage.com team. Used for internal needs.

SITE2YOU.COM

Domain name owned by the team of Mytemplatestorage.com

GALLAWAY ALLIANCE, INC.

Entity of web development company that built back-end of Mytemplatestorage.com, Site2you.com and for some affiliates like www.templatemonster.com. This company had developed backend and makes modifications in it upon requests. They require to hold copyright of the back end at their ownership. Company is based in Morocco: 21 Rue Moulay Ahmed Louidi, Place Patrie - Rabat Maroc. Tel: +212-37-76-22-00 (LQ). Fax: +212-37-76-22-00.

I, ANDREI KOULIKOVSKI, SWEAR THAT THIS INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY INFORMATION AND BELIEF.


ANDREI KOULIKOVSKI

20.07.2006

CASE NO. 06-21643-CIV

ATTACHMENT C

Consent to Release of Financial Records

I, an officer of Myteimplastorage.com do hereby direct any bank, trust company, or financial institution at which Myteimplastorage.com has an account, and its officers, employees, and agents to disclose all information and deliver copies of all documents of every nature in their possession or control that relate to any such accounts to any attorney of the Corbis Corporation, and to give evidence relevant thereto, in the matter of the Corbis Corporation v. Legutkev et al., Case No. 06-21643-CIV, now pending in the United States District Court for the Southern District of Florida, and this shall be irrevocable authority for so doing.

This direction is intended to apply to the laws of countries other than the United States that restrict or prohibit the disclosure of financial information without the consent of the holder of the account, or its officers, and shall be construed as known with respect thereto.

Dated: 20.07.2006

Name and Title: Andrei Koulikovski CEO



CASE NO. 06-31643-CTV

ATTACHMENT C

Consent to Release of Financial Records

I, an officer of _____, do hereby direct any bank, trust company, or financial institution at which Igor Lognikov has an account, and its officers, employees, and agents to disclose all information and deliver copies of all documents of every nature in their possession or control that relate to any such accounts to any attorney of the Carbis Corporation, and to give evidence relevant thereto, in the matter of the Carbis Corporation v. Lognikov et al., Case No. 06-31643-CTV, now pending in the United States District Court for the Southern District of Florida, and this shall be irrevocable authority for so doing.

This direction is intended to apply to the laws of countries other than the United States that restrict or prohibit the disclosure of financial information without the consent of the holder of the account, or its officers, and shall be construed as consent with respect thereto.

Dated: 20 July 2006

Name and Title: Igor Lognikov



EXHIBIT J

DECLARATION OF (PUT YOUR NAME HERE)

I, Christian Thäter, declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: Christian Thäter, Gropiusweg 3, D-64289 Darmstadt, Germany). The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.
2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: info@space2000.de.
3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.
4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.
6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.
5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Darmstadt, 28.07.2006

Christian Thäter
Gropiusweg 3
D- 64289 Darmstadt
Germany


Darmstadt, 28.07.2006

DECLARATION OF (PUT YOUR NAME HERE)

I, Christian Thäter, declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: Christian Thäter, Gropiusweg 3, D-64289 Darmstadt, Germany). The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.

2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: info@space2000.de.

3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.

4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.

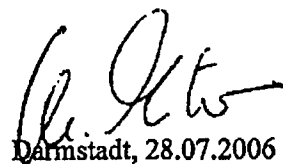
6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.

5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Darmstadt, 28.07.2006

Christian Thäter
Gropiusweg 3
D- 64289 Darmstadt
Germany



Darmstadt, 28.07.2006

DECLARATION OF ROSTISLAV NIKITIN

I am Rostislav Nikitin declare as follows:

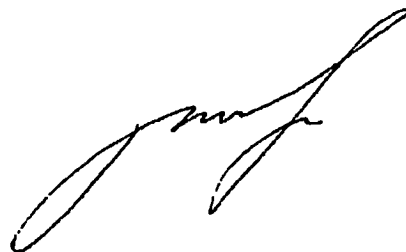
1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: Pähklimäae 2, 44, Narva 20607, ESTONIA. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.
2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: my moneybookers email is: position01@mail.ru.
3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.
4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.
6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.
5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Friday, July 28, 2006, Narva, ESTONIA

Rostislav Nikitin

Pähklimäae 2, 44, Narva 20607, ESTONIA



Signature

DECLARATION OF Carsten Kammerdiener
(for internal and court's use, only)

I, **Carsten Kammerdiener**, declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: **Sonnenweg 10, D 32602 Vlotho, Germany**. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.

2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: **Info@brainlounge.com**.

3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.

4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.

5. I have no connection with or have consciously copied, distributed or displayed, any Corbis photographic images, and never did.

With the exception of images we bought legally via websites owned / might be owned and operated by corbis (e.g. corbis.com, photos.com) and used for different -non mytemplatestorage- projects according to the granted rights. Those images have never been used within templatemonster-affiliate shop and have not been distributed or displayed via or in that shop.

6. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 2006-07-28 at Vlotho, Germany.



Carsten Kammerdiener

Sonnenweg 10
D-32602 Vlotho
Germany

DECLARATION OF OGNYAN MLADENOV IVANOV

I Ognyan Mladenov Ivanov declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: Bulgaria , 1231 Sofia, 7 Svoboda apt 53. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.
2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: oggin@ewwws.com.
3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.
4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.
6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.
5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 28.07.2006 at Sofia Bulgaria.

Ognyan Mladenov Ivanov

Full Address

Bulgaria , 1231 Sofia, 7 Svoboda apt 53



Signature

DECLARATION OF ANDREW SCOTT

I, Andrew Scott, do hereby declare:

I am a resident of Mississippi and am currently residing at 10000 Highway 1, Suite 100, Ocean Springs, Mississippi 38877. I am currently residing at 10000 Highway 1, Suite 100, Ocean Springs, Mississippi 38877. I am currently residing at 10000 Highway 1, Suite 100, Ocean Springs, Mississippi 38877. I am currently residing at 10000 Highway 1, Suite 100, Ocean Springs, Mississippi 38877.

I am currently residing at 10000 Highway 1, Suite 100, Ocean Springs, Mississippi 38877. I am currently residing at 10000 Highway 1, Suite 100, Ocean Springs, Mississippi 38877.

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I am currently residing at 10000 Highway 1, Suite 100, Ocean Springs, Mississippi 38877. I am currently residing at 10000 Highway 1, Suite 100, Ocean Springs, Mississippi 38877.

Andrew Scott

I, Andrew Scott, do hereby declare:

Andrew Scott

DECLARATION OF ANDREW SCOTT

I (Your Full Name) declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: 3 Coppice Lane, Noak Bridge, Basildon, Essex SS15 4JS, England. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.
2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: admin@applestalk.com
3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.
4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.
6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.
5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 28th July 2006 at Basildon, England.

Andrew Scott

3 Coppice Lane, Noak Bridge, Basildon, Essex SS15 4JS



DECLARATION OF CHARLIE ABBOTT

I Charlie Abbott declare as follows:


1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: 7 Shire Place, Earlsfield, London, England, UK. SW18 3BP. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.
2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: (ceo@bestflashanimationsite.com).
3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.
4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.
6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.
5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this (29/07/2006) at (London, England, UK).

Charlie Abbott

7 Shire Place, Earlsfield, London, England, UK. SW18 3BP.



Signature

CHARLIE ABBOTT
7 SHIRE PLACE
SW18 3BP

DECLARATION OF KULDIP MOND

I (Your Full Name) declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by providing Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: 10 Cambridge Way, Acacia Green, Birmingham B27 6SF, UK. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.

2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: moneybookers@mytemplatestorage.com.

3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.

4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.

5. I have no connection with or have copied, distributed or displayed, any Curtis photographic images, and never did.

6. I ask the Court to issue the permission to release my funds immediately.

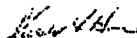
I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 28th July 2006 at Birmingham United Kingdom.

Your name

Full Address
10 Cambridge Way,
Acacia Green,
Birmingham B27 6SF, UK

Signature



DECLARATION OF SAJJAD

I Sajjad Tufail declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: Opposite Union Council airport road Gohad pur Sialkot, Pakistan. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.
2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: inquiry@cmxd.com.
3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.
4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.
6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.
5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 03-August-2006 at Sialkot, Pakistan.

Sajjad Tufail

Opposite Union Council airport
road Gohad pur Sialkot, Pakistan.
51310

Signature



EXHIBIT K



August 1st, 2006
Attn: David Braun
Mytemplatestorage.com

Dear Mr. Braun:

Please see the attached invoice for hosting services in the amount of \$12,353.27. Hosting payments are DUE IN ADVANCE. I therefore write this letter to you as a reminder that, as per our dedicated server hosting agreement, if we do not receive payment within 10 days past invoice due date, we will be forced to cancel services, and begin collection procedures on the remaining balance of those 10 days.

Thank you Mr. Braun for your continued patronage - and I am looking forward to your prompt response.

Gino Petitti - CFO
iHostXtremes.com

Supporting YOUR Internet Success™
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www.iHostXtremes.com • 614.262.2640 • 866-534-HOST (4678)

EXHIBIT L



repatriate

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Top Web Results for "repatriate"

3 entries found for *repatriate*.

re-pa-tri-ate  **Pronunciation Key** (rĕ-pā'trĭ-ā't)
 tr.v. re-pat-ri-ated, re-pat-ri-at-ing, re-pat-ri-ates

To restore or return to the country of birth, citizenship, or origin: *repatriate war refugees.*

n. (-tĭ, -ā't)

One who has been repatriated.

[Late Latin repatriāre, repatriāt-, to return to one's country : Latin re-, re- + Latin patria, native country; see expatriate.]

re-pa-tri-a'tion *n.*

[Download Now or Buy the Book]

Source: The American Heritage® Dictionary of the English Language, Fourth Edition

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repatriate

To bring home assets that are currently held in a foreign country. Domestic

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\$75 cash back on
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Free DSL modem after rebate
with 12-month commitment

To check for availability, enter your home phone number:

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corporations are frequently taxed on the profits that they repatriate, a factor inducing the firms to leave overseas the profits earned there.

Source: Wall Street Words: An A to Z Guide to Investment Terms for Today's Investor by David L. Scott. Copyright © 2003 by Houghton Mifflin Company. Published by Houghton Mifflin Company.

repatriate

n : a person who has returned to the country of origin or whose citizenship has been restored v 1: send someone back to his homeland against his will, as of refugees 2: admit back into the country [ant: expatriate]

Source: WordNet ® 2.0, © 2003 Princeton University

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EXHIBIT M



State of Delaware

The Official Website for the First State

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Department of State: Division of Corporations

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Entity Details

<u>File Number:</u>	3888348	<u>Incorporation Date /</u>	11/06/2003
		<u>Formation Date:</u>	(mm/dd/yyyy)
<u>Entity Name:</u>	ARTVERTEX, INC.		
<u>Entity Kind:</u>	CORPORATION	<u>Entity Type:</u>	GENERAL
<u>Residency:</u>	DOMESTIC	<u>State:</u>	DE
<u>Status:</u>	DISSOLVED	<u>Tax Status:</u>	CURRENT

REGISTERED AGENT INFORMATION

<u>Name:</u>	DELAWARE PROFESSIONAL SERVICES CORPORATION		
<u>Address:</u>	ONE COMMERCE CENTER/SUITE 702 1301 N. ORANGE STREET		
<u>City:</u>	WILMINGTON	<u>County:</u>	NEW CASTLE
<u>State:</u>	DE	<u>Postal Code:</u>	19801
<u>Phone:</u>			

Additional information is available for a fee of \$20.00. This information will include current franchise tax assessment, current filing history and more..

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EXHIBIT 8

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

MIAMI DIVISION

CASE NO. 06-21643-CIV

CORBIS CORPORATION,

Plaintiff,

vs.

IGOR LOGNIKOV; ARTVERTEX, INC.;
ARTVERTEX, LLC; ARTVERTEX
CONSULTING; ULTRAVERTEX LLC;
ULTRAVERTEX.COM, INC.;
ULTRAVERTEX, INC.;
TEMPLATEMONSTER.COM; TEMPLATE
TUNING; TEMPLATE-HELP.COM;
TEMPLATE-DELIVERY.COM;
MYTEMPLATESTORAGE.COM;
INVERSE-LOGIC; SITE2YOU.COM;
CALLAWAY ALLIANCE, INC.; COLMAN
ALLIANCE LLC; WEB DESIGN LIBRARY;
and DOES 1-50,

Defendants.

DECLARATION OF LAURA C. PIRRI, ESQ. IN SUPPORT OF
CORBIS CORPORATION'S EX PARTE MOTION FOR AN ORDER TO SHOW CAUSE
WHY DEFENDANTS ARE NOT IN CONTEMPT OF THE COURT'S
TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

I, Laura C. Pirri, Esq. declare as follows:

1. I am a member of the Bar of the State of California and an associate at Quinn Emanuel Urquhart Oliver & Hedges, LLP, 555 Twin Dolphin Drive, Suite 560, Redwood Shores, CA 94065, counsel for plaintiff Corbis Corporation in the present action. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.

Defendants Transfer TemplateMonster.com Domain Name Out of the United States

2. On June 25, 2006, I checked the domain name registration records in the WHOIS database for the Internet domain name <templatemonster.com>. Attached hereto as Exhibit A is a true and correct copy of the WHOIS database record for <templatemonster.com> that I printed on June 25. That record shows that on June 25 the domain name registrar for <templatemonster.com> was GoDaddy.com, Inc. based in Scottsdale, Arizona.

3. On July 6, 2006, I again checked the domain name registration records in the WHOIS database for the Internet domain name <templatemonster.com>. Attached hereto as Exhibit B is a true and correct copy of the WHOIS database record for <templatemonster.com> that I printed on July 6. That record shows that on July 6 the domain name registrar for <templatemonster.com> was ANO Regional Network Information Center dba RU-Center based in Moscow, Russia. The record also shows that it was last updated on July 7, 2006 at 12:53 a.m. Moscow time. Attached hereto as Exhibit C is a true and correct copy of the contact information page on RU-Center's website showing that the domain name registrar is located in Moscow, Russia.

4. On July 10, 2006, I spoke with Lisa Villeneuve in Domain Services at GoDaddy.com, Inc. Ms. Villeneuve informed me that the domain name transfer of templatemonster.com was initiated by RU-CENTER, the Russian domain name registrar, on July 5 at about 7 or 8 a.m. PDT. Attached hereto as Exhibit D is a true and correct copy of email correspondence from Ms. Villeneuve stating that the domain name <templatemonster.com> was no longer registered with GoDaddy.com, Inc. in Arizona.

Defendants Attempt to Withdraw Money from Payment Service Provider

5. On July 6, 2006, I spoke with Dr. Nikolai Riesenkaempff, the Managing Director of Moneybookers Ltd., a London-based online payment service provider. Dr. Riesenkaempff informed me that he was in receipt of the Court's temporary restraining order, and that pursuant to the asset freeze provisions of that order, Moneybookers had frozen the account of the

defendant TemplateMonster.com. Dr. Riesenkampff informed me that TemplateMonster.com was attempting to withdraw funds from the account with Moneybookers.

TemplateMonster.com Acknowledges Notice of Court's Order But Refuses to Comply

6. On July 11, 2006, I received a telephone call from a man with a Slavic accent who stated that his name was John Hogan. He represented that he was in the Legal Department of the defendant TemplateMonster.com and was calling from Russia. Mr. Hogan acknowledged receiving a copy of the preliminary injunction on July 6, but stated that the defendants would not comply with the terms of the injunction because they were extreme. He stated that he would send Corbis's counsel a list of the terms of the preliminary injunction that the defendants objected to and would not comply with. On that same telephone call, Mr. Hogan stated that Corbis should cooperate with the defendants because the defendants were outside the United States court's jurisdiction, had access to CDs with thousands of images that were taken from Corbis, and could operate websites offering these images outside the United States and the reach of its courts.

7. After my telephone call with Mr. Hogan, I received email from him from the email address legal@templatemonster.com. Attached hereto as Exhibit E is a true and correct copy of the email that I received from Mr. Hogan. In that email, Mr. Hogan stated that there are CDs in Russia and the Ukraine that have all of Corbis's images, and that there would be new CDs coming out with thousands of Corbis's images. Mr. Hogan also stated that he would get back to me with the list of objections to the preliminary injunction. I never heard back from Mr. Hogan.

Corbis Demands Compliance with the Court's Orders

8. After the defendants appeared by counsel in this action, Corbis's lead counsel Claude Stern asked for confirmation from the defendants' counsel Richard Ross that the defendants would remedy immediately their failure to comply with eleven separate provisions of

the Court's preliminary injunction. Attached hereto as Exhibit F is a true and correct copy of Mr. Stern's July 12 email correspondence requesting such confirmation from Mr. Ross.

Defendants Reply Through Counsel, Claiming They Have No Assets or Accounts

9. On July 13, 2006, Mr. Ross sent me an email responding to Mr. Stern's email. Attached hereto as Exhibit G is a true and correct copy of Mr. Ross's July 13 email response. Mr. Ross's response addressed only six of the eleven provisions identified by Mr. Stern. Mr. Ross claimed that the defendants had complied with the Court's orders. Mr. Ross represented that the defendants have no accounts or assets in the United States or abroad. Based on this representation, Mr. Ross claimed that the defendants were in compliance with the provision of the temporary restraining order and preliminary injunction that required the defendants to provide counsel for Corbis within three business days of receipt of the orders certain account and asset information. However, Mr. Ross acknowledged that the defendants have asset accounts when he addressed the defendants' attempts to withdraw funds from the Moneybookers account. Mr. Ross claimed that the defendants' efforts to transfer funds from the Moneybookers account were to pay usual business expenses.

10. In his July 13 email, Mr. Ross also represented that TemplateMonster.com does not own or control its own domain name. Mr. Ross represented that a third party who owns the <templatemonster.com> domain name effected its transfer out of the country to the Russian registrar RU-Center. Based on these representations, Mr. Ross claimed that the domain name transfer did not violate the Court's asset freeze provisions.

Defendants Have Undisclosed Assets That Must Be Frozen under the Court's Orders

11. Attached hereto as Exhibit H are true and correct copies of pages that I printed from the defendants' websites that show that their customers may pay through online payment service providers or by direct deposit or wire transfer to bank accounts.

12. Attached hereto as Exhibit I are true and correct copies of correspondence that I received from online payment providers indicating that the defendants have accounts with them.

13. The parties have not agreed to and the Court has not authorized any terms on which the defendants may pay reasonable, usual, ordinary, and necessary living expenses.

14. Attached hereto as Exhibit J is a true and correct copy of a Lexis report showing that Igor Lognikov owns a 2006 BMW 650i, VIN number WBAEK134X6CN77496.

Corbis Again Demands Compliance and Warns of Contempt Sanctions

15. On July 24, 2006, Mr. Stern and I conferred with Mr. Ross on the telephone and subsequently sent him an email detailing each of the defendants' eleven continuing violations of the Preliminary Injunction. Mr. Stern and I demanded compliance and warned Mr. Ross that we intended to petition this Court for sanctions for contempt of court if his clients failed to comply immediately. Attached hereto as Exhibit K is a true and correct copy of this July 24 email correspondence to Mr. Ross.

Defendants Provide Partial and Incomplete Information

16. On July 24, 2006, Mr. Ross sent Mr. Stern a facsimile, a true and correct copy of which is attached hereto as Exhibit L. The facsimile included sworn statements of Igor Lognikov and Andrei Koulikovski, who identified himself as the Chief Executive Officer of the defendant MyTemplateStorage.com. In his sworn statement, Mr. Lognikov represented that his residential address is in Moscow, Russia; that he formed and dissolved the defendant Artvertex, Inc.; and that he solely operates the defendant Web Design Library. The facsimile also included copies of the Consent to Release of Financial Records, Attachment C to the Preliminary Injunction, signed by Mr. Koulikovski and Mr. Lognikov.

Defendants' Websites Controvert Their Sworn Statements in Exhibit L

17. Attached hereto as Exhibit M are true and correct copies of pages that I printed from the defendants' websites regarding Artvertex, Inc. On these pages, TemplateMonster.com represents that "Artvertex, Inc. is a worldwide leader in E-Commerce," that "Artvertex, Inc. and its subsidiaries currently employ more than 100 full time staff," and that it is a "NY-based company," and that TemplateMonster.com is the "largest project" of Artvertex. The pages also show that Artvertex is the company name listed on the privacy policies of Web Design Library and MyTemplateStorage.com. Artvertex is also identified as the copyright holder of content on MyTemplateStorage.com as well as the registrant of the MyTemplateStorage.com domain name.

18. Attached hereto as Exhibit N are true and correct copies of pages that I printed from the defendants' websites and from online press releases regarding Web Design Library. These pages show that Web Design Library identifies George Hogan as the "Chief Editor" of Web Design Library. As recently as April 2006, George Hogan was identified as Web Design Library's editor-in-chief in a TemplateMonster.com press release. Mr. Lognikov, by comparison, is identified as simply an "editor" at Web Design Library. A Web Design Library press release announced that it was "a division of Template Monster" and run by a Chief Executive Officer named Max Lensky. The Web Design Library contact page represents that Web Design Library is a "team."

19. Attached hereto as Exhibit O are true and correct copies of pages that I printed from the defendants' websites and from online press releases regarding TemplateMonster.com. These pages show that in a July 2006 press release, TemplateMonster.com referred to itself as "a first-rate E-commerce company." Moreover, according to its website, TemplateMonster.com has a Chief Executive Officer David Braun. According to Mr. Braun, in January 2006 TemplateMonster.com employed more than 100 people and even had private investors.

20. Attached hereto as Exhibit P are true and correct copies of pages that I printed from the defendants' websites and from online press releases regarding TemplateMonster.com and MyTemplateStorage.com. These pages state that "MyTemplateStorage is the project of

www.TemplateMonster.com.” A MyTemplateStorage.com press release also represented that MyTemplateStorage.com is an “affiliate branch of Template Monster.” Also shown is that MyTemplateStorage.com in its privacy policy uses TemplateMonster.com's email address (privacy@templatemonster.com).

21. Attached hereto as Exhibit Q are true and correct copies of pages that I printed from the defendants' websites and from online press releases that identify officers of the defendant entities: David Braun, as the Chief Executive Officer of TemplateMonster.com, Max Lensky, as Chief Executive Officer of Web Design Library, Steve Chizmar, as TemplateMonster.com's Copyright Officer, Dustin Kein as TemplateMonster.com's Support Officer, and James Berg as Public Relations Manager of TemplateMonster.com. The pages also show that Mr. Braun represented that TemplateMonster.com has “private investors.”

Defendants Have Not Provided Information Required by the Court's Orders

22. No defendant has provided to counsel for Corbis any account or asset information.

23. Except for the information provided by Mr. Koulikovski and Mr. Lognikov in Exhibit L, no defendant has informed Corbis of the names and contact information of any of the officers or shareholders of any defendant entity.

24. Except for Mr. Koulikovski and Mr. Lognikov, no defendant has signed and delivered to Corbis's counsel the Consent to Release of Financial Records which is Attachment C to the Temporary Restraining Order and Preliminary Injunction.

25. The defendants claim that they need not comply with the Court's orders to repatriate to the United States all documents and assets outside the United States within defendants' control. They claim that they need not comply because no documents or assets have been taken outside the United States.

26. No defendant has provided Corbis with an accounting of all documents and assets outside the United States or repatriated to the United States within defendants' control.

Defendants Continue to Infringe Corbis's Copyrights and Violate the Court's Orders

27. Attached hereto as Exhibit R are true and correct copies of a page that I printed from <http://www.templatemonster.com/flash-templates/8267.html>, on or about July 24, 2006, showing that TemplateMonster.com is continuing to copy, publish and market Corbis's images.

28. The defendants have not provided any contact information for persons that participated in the copying, publishing, distribution, or marketing of Corbis Images with the exception of one person allegedly at Ultravertex.

29. The defendants have not informed Corbis's counsel whether they notified all persons that participated in the copying, publishing, distribution, or marketing of Corbis Images of the Temporary Restraining Order and Preliminary Injunction; provided those persons with copies of the Temporary Restraining Order and Preliminary Injunction; and instructed them to immediately stop.

30. The defendants have not informed Corbis's counsel whether they obtained all copies of Corbis Images from all those who participated in the copying, publishing, distribution, or marketing of any Corbis Images.

31. No defendant has turned over to Corbis's counsel for impoundment any Corbis Images or any storage media on which such images are stored.

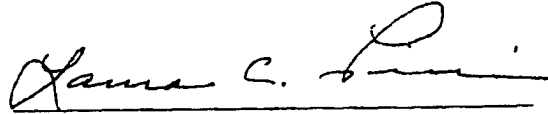
None of the Defendants' United States Premises Have Been Made Available for Inspection

32. Mr. Ross has represented that a facility at an unidentified location in Russia will be made available for inspection. Mr. Ross represented that the facility is that of the "Template Defendants." No premises in the United States have been made available. No premises for the "Lognikov Defendants" have been made available.

33. Attached hereto as Exhibit S are true and correct copies of the WHOIS database records for the Internet domain names <templatemonster.com>, <templatetuning.com>,

<template-help.com>, and <mytemplatestorage.com>. All of these records show that the domain names have servers with IP addresses located in Brooklyn, New York.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 25th day of July, 2006, at Redwood Shores, California.

A handwritten signature in black ink, appearing to read "Laura C. Pirri", written over a horizontal line.

Laura C. Pirri

EXHIBIT

A



► **BobParsons.com**
35 million names reg in May.
Only 8% of registrations were paid!
32 million were part of a scam.
It's called "domain kiting."

50GB HOSTING
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TEMPLATEMONSTER.COM

The data contained in GoDaddy.com, Inc.'s WHOIS database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com, Inc. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" field. In most cases, GoDaddy.com, Inc. is not the registrant of domain names listed in this database.

Registrant:
Domains by Proxy, Inc.

DomainsByProxy.com
15111 N. Hayden Rd., Ste 160, PMB 353
Scottsdale, Arizona 85260
United States

Registered through: GoDaddy.com, Inc. (<http://www.godaddy.com>)
Domain Name: TEMPLATEMONSTER.COM
Created on: 26-Apr-02
Expires on: 26-Apr-15
Last Updated on: 06-Feb-06

Administrative Contact:
Private, Registration TEMPLATEMONSTER.COM@domainsbyproxy.com
Domains by Proxy, Inc.
DomainsByProxy.com
15111 N. Hayden Rd., Ste 160, PMB 353
Scottsdale, Arizona 85260
United States
(480) 624-2599

Technical Contact:
Private, Registration TEMPLATEMONSTER.COM@domainsbyproxy.com
Domains by Proxy, Inc.
DomainsByProxy.com
15111 N. Hayden Rd., Ste 160, PMB 353
Scottsdale, Arizona 85260
United States
(480) 624-2599

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Enter a domain name

.com

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You might also consider:

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- ☐ HOMETEMPLATEMONSTER
- ☐ TEMPLATEMONSTERSITE
- ☐ SITETEMPLATEMONSTER
- ☐ TEMPLATEMONSTERWEB
- ☐ WEBTEMPLATEMONSTER
- ☐ TEMPLATEMONSTERLIVE
- ☐ LIVETEMPLATEMONSTER

REGISTER

Search the whois database.

Page 2 of 2

Domain servers in listed order:
REMOTE1.EASYDNS.COM
NS2.EASYDNS.COM

Registry Status: REGISTRAR-LOCK
Registry Status: clientDeleteProhibited
Registry Status: clientRenewProhibited
Registry Status: clientTransferProhibited
Registry Status: clientUpdateProhibited

[See Underlying Registry Data](#)
[Report Invalid Whois](#)

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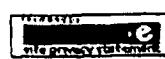
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RELIABILITY
PROGRAM**



GoDaddy.com is the world's No. 1 ICANN-accredited domain name registrar for .COM, .NET, .ORG, .INFO, .BIZ and .US domain extensions. Source: Name Intelligence, Inc. 2006

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EXHIBIT

B

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Your cart

NetworkSolutions.

WHOIS Search Results

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Continue >

SEARCH AGAIN

Enter a search term:

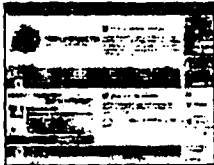
e.g. networksolutions.cc

Search by:

- ☒ Domain Name
☐ NIC Handle
☐ IP Address

WHOIS Record For

templatemonster.com



Certified Offer Service - Make an offer on this domain
SSL Certificates - Make this site secure
Site Confirm Seals - Become a trusted Web Site

% By submitting a query to RU-CENTER's Whois Service
% you agree to abide by the following terms of use:
% <http://www.nic.ru/about/servpol.html> (in Russian)
% <http://www.nic.ru/about/en/servpol.html> (in English).

Domain name: TEMPLATEMONSTER.COM
Name Server: ns2.easydns.com
Name Server: remote1.easydns.com
Creation Date: 2002.04.27
Expiration Date: 2018.04.27

Status: DELEGATED

Registrant ID: UN6NAEL-RU
Registrant Name: 1667 Sheepshead Bay Rd.
Registrant Organization: 1667 Sheepshead Bay Rd.
Registrant Street1: 1667 Sheepshead Bay Rd.
Registrant City: New York
Registrant State: New York
Registrant Postal Code: 11235
Registrant Country: US

Administrative, Technical Contact

Contact ID: UN6NAEL-RU
Contact Name: 1667 Sheepshead Bay Rd.
Contact Organization: 1667 Sheepshead Bay Rd.
Contact Street1: 1667 Sheepshead Bay Rd.
Contact City: New York
Contact State: New York
Contact Postal Code: 11235
Contact Country: US
Contact Phone: +19174770358
Contact Fax: +19174770358
Contact E-mail: jetimpex@gmail.com

Registrar: ANO Regional Network Information Center dba RU-CENTER

Last updated on 2006.07.07 00:53:47 MSK/MSD

The previous information has been obtained either directly from the registrant or a registrar of the domain name other than Network Solutions. Network Solutions, therefore, does not guarantee its accuracy or completeness.

Show underlying registry data for this record

Current Registrar: ANO REGIONAL NETWORK INFORMATION CENTER DBA RU
IP Address: 67.15.132.226 (ARIN & RIPE IP search)
IP Location: US(UNITED STATES)-NEW YORK-BROOKLYN
Record Type: Domain Name
Server Type: Other 0
Lock Status: REGISTRAR-LOCK
Web Site Status: Active
DMOZ: 1 listings
Y! Directory: see listings
Web Site Title: Web Templates, Flash Templates, Website Templates Design - Template Monster
Meta Description: Template Monster offers professional web templates, flash templates and other web design products available for immediate download.
Secure: Yes
E-commerce: Yes
Traffic Ranking: 1
Data as of: 12-Apr-2006



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Don't miss your chance to find a domain name you



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today.

Domain Name Registration | Web Hosting | Web Site Design | SSL Certificates | E-Commerce Solutions | Internet M



Secure Your Site with an SSL Certificate

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EXHIBIT

C



Domain registration

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[Contact information](#) • [Account information](#) • [License](#) • [Jobs](#)

RU-CENTER office

Address: Moscow,

How to get: From "Sokol" metro, address: build.4, 74, Leningradsky avenue, Moscow

Location scheme

Telephone: +7(495) 737-0603

Fax: +7(495) 152-0976

Working hours: 10:00-19:00 (monday-friday)

[domain registration](#) • [distribution of IP-addresses](#) • [contacts](#) • [terms of service](#)

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EXHIBIT

D

From: villeneuve@godaddy.com
Sent: Wednesday, July 12, 2006 8:28 AM
To: Anthony Clark
Cc: Laura Pirri
Subject: RE: Corbis Corp. v. Lognikov et al., Case No. 06-21643 (Part 1 of 5)

Dear Mr. Clark,

We acknowledge receipt of the preliminary injunction. However, we can take no action as the domain is not registered here. Please contact the current registrar for assistance in this matter.

Kind Regards,

Lisa Villeneuve
Domain Services
GoDaddy.com, Inc.

----- Original Message -----

Subject: Corbis Corp. v. Lognikov et al., Case No. 06-21643 (Part 1 of 5)

From: "Anthony Clark" <anthonyclark@quinnemanuel.com>

Date: Mon, July 10, 2006 5:26 pm

To: <lvilleneuve@godaddy.com>

Cc: "Laura Pirri" <laurapirri@quinnemanuel.com>

Pursuant to Laura Pirri's request, please see the attached correspondence and preliminary injunction entered on July 6, 2006 by the Court. I will forward exhibit A to the preliminary injunction in four separate emails due to large file size.

Thank you.

Anthony Clark

Quinn Emanuel Urquhart Oliver & Hedges, LLP

555 Twin Dolphin Drive, Suite 560

Redwood Shores, CA 94065

Direct: (650) 801-5103

Main Phone: (650) 801-5000

Main Fax: (650) 801-5100

E-mail: anthonyclark@quinnemanuel.com

Web: www.quinnemanuel.com

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7/24/2006

EXHIBIT

E

From: John Hogan - Legal Team [legal@templemonster.com]
Sent: Tuesday, July 11, 2006 1:11 PM
To: Laura Pirri
Cc: prod@ix.netcom.com; David Braun
Subject: Corbis case

Laura;

Thank you for your time today regarding the ongoing TRO. As I have explained to you by phone templemonster is the property of David Braun who has never set foot in the USA. He is being mixed up with Ultravertex a site to which he provided anti-fraud and anti-ddos protection. In exchange the site owner Dmitry Tsurkan had offered David a 6 months free membership to his clients with the purchase of every template. In the agreement with Ultravertex Dmitry Tsurkan agreed that he will comply with copyright and in the agreement Ultravertex agrees that all material and content on their site will not infringe on any copyrights.

As I told you on the phone had Corbis sent us a take down notice or email to alert us of the photos we would have acted on it immediately. Originally when we asked Ultravertex about proof of ownership of the photos on their site they sent us a CD which looks factory sealed in which all of Corbis photos came from and on the CD it states that the photos are royalty free and can be redistributed without additional license. I can DHL this to you and the court if needed.

As to the your client's complaint, it should be narrowed down to the offender which is Dmitry Tsurkan - Ultravertex and not templemonster or the other site you have included in it. These are web sites you listed we simply provided links on our home page. You have included clients of ours that purchased a domain through us. This is unfair to them as they can not defend themselves because they are not in the USA and would get you guys nowhere if your client is concerned about suffering irreparable damages by having the images online. Please inform him that all images have been taken down. And a statement has been put on the sites to state the fact of this case.

We have terminated our partnership with Ultravertex <http://www.templemonster.com/article100.html>. We will cooperate with Corbis and even assist them in their investigation of the CDs that have all of their images in Russia and Ukraine. There are new ones coming out with thousands of their photos. We are more than happy to work with Corbis to research the licensing opportunities in the future. We work already with several photo vendors.

Please bear in mind that we have <http://www.templemonster.com/intellectual-property.php> in which we invite people to let us know of any copyright violation. We will get back to you about the preliminary injunction and what we object to.

Sincerely

John Hogan
Template Monster
Legal Department
Direct 301-960-4836
legal@templemonster.com

cc

7/24/2006

Davis Braun Templatemonster
RICHARD S. ROSS, ESQ.

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If you received this transmission in error, please notify the sender by telephone (301)960-4836 or send an electronic mail message to legal@templatemonster.com

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7/24/2006

EXHIBIT

F

From: Claude M. Stern
Sent: Wednesday, July 12, 2006 7:20 PM
To: 'prodp@ix.netcom.com'
Cc: Laura Piri; Claude M. Stern
Subject: Corbis v. Igor Lognikov, TemplateMonster.com, et al: Failure to comply with terms of TRO and Preliminary Injunction

Richard-

This is in furtherance of our call today.

You asked that we provide you copies of the Corbis copyright registration certificates and deposits. The registration certificate numbers are clearly referenced in the complaint, and are entirely available from the Copyright Office, as are the deposits. If you find that you are unable to retrieve them from the Copyright Office, please let me know.

Your clients immediate demand for information and materials from Corbis is more than a bit presumptuous given your client's utter failure to comply with terms of both the entered TRO and Preliminary Injunction in the case.

For example:

(1) PI and TRO, p. 3, ¶ 3—Your clients have failed to disclose to Corbis' counsel of record within 12 hours of the receipt of the injunction: (a) the names, addresses, telephone numbers, facsimile numbers and email addresses (to the extent available to the Defendants, or any of them) of any and all persons that are participating or have been at any time participating in the copying, duplicating, reproducing, creating derivative works, publishing, distributing, broadcasting or marketing of any of the Corbis Images (hereinafter "Participating Third Parties").

(2) PI and TRO, p. 3, ¶ 4—Your clients have failed to notify orally and in writing, within 12 hours of the receipt of the injunction, all Participating Third Parties of this injunction (including providing a copy of the same to them), and instructing them that they are to immediately cease any further such copying, duplicating, reproducing, creating derivative works, publishing, distributing, broadcasting or marketing of Corbis Images.

(3) PI and TRO, p. 3, ¶ 5—Your clients have failed to obtain, within 48 hours of the receipt of the injunction, from all Participating Third Parties all copies of any of the Corbis Images.

(4) PI and TRO, p. 4, ¶ 8—Your clients have failed to turn over for impoundment, to remain in the custody of Corbis' counsel during the pendency of this action, all copies, electronic and physical, in the defendants' possession, custody, or control of any of the Corbis Images, including but not limited to all copies of the Corbis Images and all storage media, including but not limited to computer disks, hard drives, servers, CDs, DVDs, and storage tapes, on which defendants have stored such images.

(5) PI and TRO, p. 4, ¶ 9—Your clients have failed to permit an agent of Corbis to inspect their premises to ensure compliance with the Court's impoundment order. In case there is any doubt, we hereby request immediate access to all such facilities.

(6) PI and TRO, pp. 5-6, ¶ 1—TemplateMonster's transfer of the Internet domain name www.templatemonster.com from the domain name registrar Go Daddy in Arizona to RU CENTER, a Russian registrar, and its attempt to withdraw funds from its account at Moneybookers, a London-based

7/24/2006

online payment service provider, violated the following provision of the TRO and Preliminary Injunction: "Defendants and their officers, agents, [etc.] . . . are hereby restrained and enjoined from directly or indirectly: Selling, liquidating, assigning, transferring, converting, loaning, encumbering, pledging, concealing, dissipating, spending, withdrawing, or otherwise disposing of any funds, real or personal property, or other assets or any interest therein, wherever located, including any assets outside the territorial United States . . . including, but not limited to, any assets held by or for any of the Defendants at any . . . payment service provider." "For the purpose of this order, "asset" or "assets" means any legal or equitable interest in, right to, or claim to, any real and for personal property, including without limitation, . . . general intangibles, . . . accounts, credits, . . . and all cash, wherever located."

(7) PI and TRO, pp. 6-7, ¶ 1—Your clients have failed to "provide to counsel for Corbis, within three (3) business days, a statement setting forth: (a) the identification of each account or asset titled in the name, individually or jointly, or held on behalf of, or for the benefit of any of the Defendants or other party subject to the asset freeze above, whether in whole or in part; (b) the balance of each such account, or a description of the nature and value of such asset; (c) the identification of any safe deposit box that is either titled in the name of, individually or jointly, or is otherwise subject to access or control by any of the Defendants or other party subject to the asset freeze above, whether in whole or in part; and if the account, safe deposit box, or other asset has been closed or removed, the date closed or removed and the balance on said date."

(8) PI and TRO, pp. 7-8, ¶ 1—Your clients have failed to "repatriate documents and assets as follows: Within three (3) business days following service of this injunction, take such steps as are necessary to repatriate to the United States all documents and assets that are located outside of such territory and are held by or for any of the Defendants or are under any of the Defendants' direct or indirect control, jointly, severally, or individually. . ."

(9) PI and TRO, p. 8, ¶ 2—Your clients have failed to, "within three (3) business days following service of this injunction, provide Corbis with a full accounting of all documents and assets that are located outside of the territory of the United States or that have been transferred to the territory of the United States pursuant to Subsection 1 above and are held by or for any of the Defendants or are under any of the Defendants' direct or indirect control, jointly, severally, or individually, including the names and addresses of any foreign or domestic financial institution or other entity holding the assets, along with the account numbers and balances."

(10) PI and TRO, p. 8, ¶ 4—Your clients have failed to, "within three (3) business days following service of this injunction, provide Corbis access to the Defendants' records and documents held by financial institutions or other entities outside the territorial United States, by signing and delivering to Corbis' counsel the Consent to Release of Financial Records attached to the Court's order as Attachment C."

In light of your clients' current acts of contempt, we are concerned that your clients will also disregard the following provision of the Preliminary Injunction (found at p. 10), the performance of which is required no later than this coming Sunday — "No later than ten (10) days after service of this Order on any Defendant, such Defendant is hereby ordered to inform Corbis in writing of the names, business addresses, business telephone numbers, business email addresses, home addresses, home telephone numbers, home email addresses, and other contact information of the officers and shareholders of such Defendant and of each and every other Defendant entity of which the served Defendant has knowledge or information. The information shall be provided under oath and verified by an appropriate officer of any responding corporate Defendant and for any individual Defendant by such individual."

We take these failures extremely seriously, and are certain that the Court will as well. We ask that your clients immediately remedy these failures, and provide us written assurance of the same. We ask for such confirmation no later than noon PDT this Friday, July 14. Time is obviously of the essence.

As I mentioned today, I am leaving the country for 10 days. In my absence, please direct all responses and communications to Laura Pirri (cc'd on this email), and also cc the same to me.

Very truly yours,
Claude

Claude M. Stern
Co-Chair, National Intellectual Property Litigation Practice
Quinn Emanuel Urquhart Oliver & Hedges, LLP
555 Twin Dolphin Drive, Suite 560
Redwood Shores, CA 94065
Direct: (650) 801-5002
Main Phone: (650) 801-5000
Main Fax: (650) 801-5100
Mobile: (650) 400-5319
E-mail: claudesterm@quinnemanuel.com
Web: www.quinnemanuel.com

From: Claude M. Stern
Sent: Tuesday, July 11, 2006 6:29 PM
To: prodp@ix.netcom.com
Cc: Claude M. Stern; Laura Pirri
Subject: Lawsuit against Igor Lognikov, TemplateMonster.com, et al

Mr. Ross-

I understand you have called me and Corbis' Florida local counsel Ronnie Fernandez regarding the Corbis lawsuit against Igor Lognikov, TemplateMonster.com, et al., and that you have made various requests for information and otherwise regarding the pending lawsuit.

I am prepared to discuss the suit with you, but first want to have a concrete statement from you about which of the defendants in this case is your client, your confirmation that you will be formally making an appearance for your clients in this suit through filing of an answer or other appropriate response to the Complaint, and when you intend to make this appearance.

I should also inform you that we have been contacted in the last few days by no fewer than two other individuals, both of whom have represented to us that they are either lawyers with, or in the legal department of, TemplateMonster.com. We want to be sure that we know whom we are dealing with and which lawyer or other person claiming to act in a representative capacity in fact represents which of the named defendants in the lawsuit. I'm sure you understand.

I look forward to hearing from you.
Claude

Claude M. Stern
Co-Chair, National Intellectual Property Litigation Practice
Quinn Emanuel Urquhart Oliver & Hedges, LLP
555 Twin Dolphin Drive, Suite 560
Redwood Shores, CA 94065
Direct: (650) 801-5002
Main Phone: (650) 801-5000
Main Fax: (650) 801-5100

7/24/2006

Mobile: (650) 400-5319
E-mail: claudestem@quinnemanuel.com
Web: www.quinnemanuel.com

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7/24/2006

EXHIBIT

G

From: Richard Ross [prod@ix.netcom.com]
Sent: Thursday, July 13, 2006 2:28 PM
To: Laura Piri
Subject: Re: Court Order Requiring Scheduling Report and Certificates of Interested Parties

Ms. Piri:

We will be out of town from July 29, 2006 to August 7, 2006. Given the court's order to file the joint scheduling report by August 2, 2006, we recommend an earlier meeting. Please advise.

Further, in compliance with the PI, we provide the following information, conditioned in that we were retained formally on July 11, 2006. Our clients are foreign citizens residing in the former Soviet Republic. We are having communication difficulties, but, in good faith, provide what we reasonably believe to be fully compliant with the presently:

Page 3, paragraph 3: Dmitry Tsurkan of Ultravertex, 48 Bandary Street, App. 9, Striy, Lviv Region, Ukraine 82400;

Page 4, paragraph 8: I expect to receive this Tuesday, by DHL courier, CDs the Template Defendants received from Ultravertex. We would like to stipulate with you that we can make a copy to preserve for evidence at trial, and forward the originals to you. Please advise.

Page 4, paragraph 9: An agent of Corbis will be granted access to the facility of the Template Defendants. The facility, however, is located in Russia. Please advise the name of the agent and when you want to inspect.

Page 5, paragraph 1: The domain name www.templatemonster.com was transferred by its owner, a non party. Our clients have no control over the owner. The owner's information is Dmitry Zolotarev, 52/3 Shapiro Street, Ashkelon, Israel. The funds transfer was made in the ordinary course of business, to pay ordinary and typical expenses such as hosting and support for the regular business operations, and meets the spirit of page 6, paragraph 5.

Page 7, paragraph 3: There are no bank accounts abroad or in the US.

Page 7, paragraph 1: No documents or assets have been taken out of the US, thus there is nothing to repatriate.

Further, we have been made aware that all photographic images supplied to the Template Defendants have been removed from the website in that all links to Ultravertex have been removed. The Template Defendants posted a notice to any user of the Ultravertex images of the same. No records have been destroyed or will be.

You also need to be made aware that the Template Defendants are wholly distinct from Ultravertex, and Mr. Lognikov has no business involvement with either the Template Defendants or Ultravertex. We are aware of no allegation which supports any violation of your client's copyrights, to the extent they are valid, with regard to Mr. Lognikov, Artvertex, Inc. or the Web Design Library, and ask for proof thereof, or dismissal of those defendants.

We await your further comments.

Sincerely,
RICHARD S. ROSS, ESQ.

7/24/2006

Page 2 of 2

Atrium Centre
4801 S. University Drive
Suite 237
Ft. Lauderdale, Florida 33328
tel 954/252-9110
fax 954/252-9192

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Laura Pirri wrote:

Mr. Ross,

Please see the attached Order Requiring Scheduling Report and Certificates of Interested Parties.

We are available to meet and confer pursuant to Local Rule 16.1.B any time on Tuesday July 25 or between 9 a.m. and 11 a.m. PDT (12 p.m. and 2 p.m. EDT) on Thursday July 27. Please advise which of those days and times works for you.

Although I am sure that you are familiar with them, you may find the Court's Local Rules at <http://www.flsd.uscourts.gov/>.


Thank you.

Laura C. Pirri
Quinn Emanuel Urquhart Oliver & Hedges, LLP
555 Twin Dolphin Drive, Suite 560
Redwood Shores, CA 94065
Direct: (650) 801-5011
Main Phone: (650) 801-5000
Main Fax: (650) 801-5100
E-mail: laurapirri@quinnemanuel.com
Web: www.quinnemanuel.com

7/24/2006

EXHIBIT

H



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Country

Select

State/ province

Outside US

Phone

Please, enter the phone number associated with your credit card (billing) information.

Please, specify your reachable phone number
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Total Amount

Total amount - \$63

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- ☐ I want to receive "new template report". Our subscribers get a full 5% discount on newly added templates!

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Template Monster - Website Templates | Flash Templates | Web Templates Design

EXHIBIT

I 1



an eBay company
July 10, 2006

VIA EMAIL AND FEDERAL EXPRESS

Laura Pirri
Quinn Emanuel, Trial Lawyers
555 Twin Dolphin Drive
Suite 560
Redwood Shores, CA 94065

Re: Corbis Corporation v. Igor Lognikov, et al; Case No. 06-21643

Dear Ms. Pirri,

In accordance with the above-referenced Court Order, we have limited access to all of the following PayPal accounts:

Name	Email Address	Balance at Time of Limitation
Igor Lognikov	waterman@nbc.com.ua	\$0.00
Ernst Golob	help@ultravertex.com	\$0.00
Rebecca Allen	rebecca@templatemonster.com	\$0.00
Vadym Lognikov	paypal@templatemonster.com	\$0.00
Felix Shteyn	info@ultravertex.com	\$773.77
Iryna Mitkovska	paypal@site2you.com	\$7,035.70
rwetgweqg egerger	chief@templatemonster.com	\$0.00
Vadym Lognikov	info@artvertex.com	\$0.00

Based on prior experience, we believe that the above mentioned account balance may be reduced or made negative if Buyer Complaints and/or Chargebacks are filed by buyers who have not received their purchased goods or services. In a limited account access scenario, users cannot withdraw funds from their account, nor can they send money from their account. They may choose to initiate refunds to buyers if a Buyer Complaint or chargeback has been filed. However, PayPal will not allow the funds to be disbursed otherwise (i.e. initiation of payments) while an account limitation is in place.

Should you have any further questions or need any additional information, please feel free to contact me directly at mrfry@paypal.com or by phone at (402) 935-5145.

Very truly yours,

A handwritten signature in black ink, appearing to read "Melody Fry". The signature is fluid and cursive.

Melody Fry
Escalations Specialist
PayPal, an eBay Company

cc: Christopher G. Ferro, Esq.

EXHIBIT

I 2

From: Nikolai Riesenkauff
[mailto:nikolai.riesenkampff@moneybookers.com]
Sent: Thursday, July 06, 2006 12:05 PM
To: Laura Pirri
Cc: 'Seona'
Subject: Corbis Corporation v. Igor Lognikov

Hello Laura,

It was nice talking to you over the phone:

Please be advised that we did freeze all accounts of the defendants that are held with us.

In order not to breach UK data protection laws, it would be beneficial if we could get a disclaimer from UK or US authorities that specifically allow us to release information about accounts and financial records of the defendants.

Please direct all further queries to Seona Devaney from our Risk Department as well as to myself.

Best regards

Nikolai

Dr. Nikolai Riesenkauff

Managing Director
Moneybookers Ltd

mobile:+44.791.7688305

fix line:+44.207.536.2905

fax: +44.207.068.0445

mail to: Riesenkauff@moneybookers.com

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EXHIBIT

J

Select for Delivery

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[Subject Summary](#) | [Others Using SSN](#) | [Address Summary \(1\)](#) | [Voter Registrations](#)
[Licenses \(1\)](#) | [Personal Property \(1\)](#) | [Real Property](#) | [Bankruptcies](#) | [Judgments & Liens](#)
[Relatives](#) | [Associated Entities](#) | [Neighbors \(3\)](#) | [Sources \(3\)](#)

Information is provided for the subject's current address only.
 Information is provided for the subject's current address only.
 Information is provided for the subject's current address only.

Full Name	Address	County	Phone
LOGNIKOV, IGOR W	1504 BAY RD APT 3311 MIAMI BEACH, FL 33139-3281 COUNTY: MIAMI-DADE	MIAMI-DADE	(305) 672-3935

SSN	DOB	GENDER
700-88-XXXX *SSN invalid or not yet issued.		Male

Subject Summary**Name Variations**

1: LOGNIKOV, IGOR W

[Back To Top](#)
[Name Variations \(1\)](#) | [SSNs Summary \(1\)](#)
[View Name Variation Sources](#)

SSNs Summary[View SSN Sources](#)

1: 700-88-XXXX

*SSN invalid or not yet issued.

Address Summary**Address Summary - 1 records found for subject:**

1: 1504 BAY RD APT 3311
 MIAMI BEACH, FL 33139-3281
 COUNTY: MIAMI-DADE

[Back To Top](#)
[View Address Sources](#)

[Get Report](#)[View Details](#)**Address Details**

Address	Dates	Phones	Actions
1504 BAY RD APT 3311 MIAMI BEACH, FL 33139-3281 COUNTY: MIAMI-DADE	04/2006	(305) 672-3935	Get Report View Neighbors

Census Data for this Geographical Region

Median Head of Household Age:	37
Median Income:	\$27,800
Median Home Value:	\$84,500
Median Education Level:	14 years

Licenses

Driver Licenses

[Back To Top](#)
[Driver Licenses \(1\)](#)
[View Driver License Sources](#)

Driver Information

Name: IGOR,,LOGNIKOV
Address: 1504 BAY RD APT 3311
MIAMI BEACH, FL 33139-3281
COUNTY: MIAMI-DADE

License Information

Type: Non-Commercial - Regular Operator License
Issued Date: 03/07/2006
Expiration Date: 07/27/2006

Additional Driver Information

Date of Birth: 05/1981
Age: 24
Gender: Male
History: Current
Race: HISPANIC
Height: 511

Personal Property

Motor Vehicles

[Back To Top](#)
[Motor Vehicles \(1\)](#)
[View Motor Vehicle Sources](#)

Registration Information

Registration Expiration Date: 05/17/2007

Title Information

Title Number: 0095452869
Title Status: Original New

Vehicle Information

VIN: WBAEK134X6CN77496
Model Year: 2006
Make: BMW
Model: 650I
Type: Auto
Vehicle Use: Private
Cylinders: 8

Engine Size: 292
 Body Style: Convertible
 License Plate Number: T910PM

Owner Information

Owner Type: I
 Owner Name: LOGNIKOV IGOR
 Owner Address: 1504 BAY RD
 MIAMI BEACH, FL 33139-3281
 COUNTY: MIAMI-DADE
 Owner DOB: 05/1981
 Owner Age: 24

Registrant Information

Registrant Type:
 Registrant Name: LOGNIKOV IGOR
 Registrant Address: 1504 BAY RD
 MIAMI BEACH, FL 33139-3281
 COUNTY: MIAMI-DADE
 Registrant DOB: 05/1981
 Registrant Age: 24

Neighbors

[Back To Top](#)

Neighbors

Name	Address	Phone	Actions
PORTLAND, SARAH	1504 BAY RD APT 3308	(615) 865-2647	Get Report
ELIZABETH	MIAMI BEACH, FL 33139-3281 COUNTY: MIAMI-DADE		
DECANIO, MAT D	1504 BAY RD APT 3309		Get Report
	MIAMI BEACH, FL 33139-3281 COUNTY: MIAMI-DADE		
TANENBAUM, MARK H	1504 BAY RD APT 3312	(305) 538-3308	Get Report
	MIAMI BEACH, FL 33139-3281 COUNTY: MIAMI-DADE		

Sources

[Back To Top](#)

Sources

All Sources	3 Source Documents
Driver Licenses	1 Source Document
Motor Vehicle Registrations	1 Source Document
Utility Locator	1 Source Document

LOGNIKOV, IGOR - INDIVIDUAL WBAEK134X6CN77496

***** THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY *****

FLORIDA MOTOR VEHICLE REGISTRATION

Owner Name: LOGNIKOV, IGOR - INDIVIDUAL

Owner Mailing Address: 1504 BAY RD APT 3311
MIAMI BEACH, FL 33139-3281
County: MIAMI DADE

Owner Date of Birth: 5/17/1981

******* TITLE INFORMATION *******

Original Title Date: 3/22/2006

Title Transfer Date: 3/22/2006

Title Number: 0095452869

******* VEHICLE INFORMATION *******

Vehicle Class Description: PASSENGER CAR/LIGHT TRUCK

VIN: WBAEK134X6CN77496

Model Year: 2006

Manufacturer: BMW

Model: PASSENGER CAR

Vehicle Series: BASE MODEL

Body Style: CV

Color: SILVER, ALUMINUM, STAINLESS STEEL

Vehicle Weight: 004277

From: Laura Pirri
Sent: Monday, July 24, 2006 1:17 PM
To: Richard Ross
Cc: Claude M. Stern
Subject: Provisions of TRO and PI With Which Defendants Have Not Complied

Richard:

Pursuant to our discussion today, the defendants still have not complied with the following eleven provisions of the Temporary Restraining Order and Preliminary Injunction, all of which were identified previously in Claude's July 12 email. Please remedy these violations immediately. As we mentioned today, we have not received anything from you since your July 13 email, which as Claude stated was woefully incomplete, failing to address most of the eleven provisions identified in this email. We are preparing and will be filing a contempt motion for these violations.

(1) Preliminary Injunction ("PI") and Temporary Restraining Order ("TRO"), pp. 5-6, ¶ 1: The defendants and their agents were enjoined from transferring, spending, withdrawing, or otherwise disposing of funds, personal property, and other assets, including, assets held by or for a defendant at a payment service provider. "Asset" is defined to include intangible personal property, accounts, credits, and all cash, wherever located.

The defendants are violating this provision by demanding withdrawal of funds from their online payment service provider accounts and threatening legal action if those funds are not released. The accounts are subject to the asset freeze provisions of the PI, and we will not waive enforcement of the provisions.

The defendants have violated this provision by transferring the domain name <templatemonster.com> out of the country to a domain name registrar in Russia. Please immediately return <templatemonster.com> to the registrar GoDaddy.com, Inc. in Arizona.

(2) TRO and PI, pp. 6-7, ¶ 1: The defendants were ordered to provide to counsel for Corbis certain account and asset information within three business days of service of the TRO and PI.

No defendant has provided any of the required account or asset information. It is clear that the defendants have accounts and assets in the United States or abroad. Please provide this information immediately.

(3) PI, p. 10: The defendants were ordered to inform Corbis, in writing and under oath, of the names and contact information of the officers and shareholders of each defendant entity. This was required ten days after service of the PI.

The defendants have failed to provide any of the required contact information. Please provide this information immediately.

(4) TRO and PI, p. 8, ¶ 4: The defendants were ordered to sign and deliver to Corbis's counsel the Consent to Release of Financial Records which is Attachment C to the TRO and PI. The signed release was due within three business days after service of the TRO and PI.

No defendant has signed and delivered the release to Corbis's counsel. Please provide it immediately. Neither we nor counsel at Greenberg Traurig have received any release from you or any defendant.

(5) TRO and PI, p. 3, ¶ 3: The defendants were ordered to disclose to Corbis' counsel certain contact information for all persons that at any time participated in the copying, publishing, distribution, or marketing of any Corbis Images. This information was due within 12 hours of receipt of the TRO and PI.

The defendants have failed to provide any of the required contact information for any person with the exception of one person allegedly at Ultravertex and even his contact information is incomplete. The evidence introduced in support of the TRO and PI showed the Corbis Images distributed on TemplateMonster.com. However, you have not identified or provided contact information for any person at TemplateMonster.com. Please provide complete contact information for all persons as required by this provision.

(6) TRO and PI, p. 3, ¶ 4: The defendants were ordered to notify all persons that participated in the copying, publishing, distribution, or marketing of any Corbis Images of the TRO and PI; provide those persons with copies of the TRO and PI; and instruct them to immediately stop. This was required within 12 hours of receipt of the TRO and PI.

Please confirm that the defendants have notified all persons that participated in the copying, publishing, distribution, or marketing of any Corbis Images of the TRO and PI; provided those persons with copies of the TRO and PI; and instructed them to immediately stop. Please confirm this for all persons--not just the person allegedly at Ultravertex--as provided above in #5.

(7) TRO and PI, p. 3, ¶ 5: The defendants were ordered to obtain all copies of Corbis Images from all those who participated in the copying, publishing, distribution, or marketing of any Corbis Images. This was required within 48 hours of receipt of the TRO and PI.

Please confirm that the defendants have obtained all copies of Corbis Images from all those who participated in the copying, publishing, distribution, or marketing of any Corbis Images. Please confirm this for all persons--not just the person allegedly at Ultravertex--as provided above in #5.

(8) TRO and PI, p. 4, ¶ 8: The defendants were ordered to turn over for impoundment to Corbis's counsel all copies of Corbis Images, including computer disks, hard drives, servers, and other storage media on which defendants stored such images.

No defendant has turned over to Corbis's counsel any Corbis Images or any storage media on which such images are stored. Please do so immediately.

(9) The defendants were ordered to permit an agent of Corbis to inspect their premises to ensure compliance with the Court's impoundment order.

With respect to the facility in Russia that you represent belongs to the Template Defendants, please advise where in Russia it is located and what is the first date that it is available for inspection. Please also advise where the facilities of the Lognikov Defendants are located and the first date that they are available for inspection. Please also advise when and whether the defendants' United States facilities are available for inspection.

(10) TRO and PI, pp. 7-8, ¶ 1: The defendants were ordered to repatriate to the United States all documents and assets outside the United States within defendants' control. This was required within three business days of service of the TRO and PI.

This provision is not limited to documents and assets taken outside the United States. It requires repatriation of all documents and assets outside the United States regardless of whether they were taken from the United States. Please comply with this provision immediately.

(11) TRO and PI, p. 8, ¶ 2: The defendants were ordered to provide Corbis a full accounting of all documents and assets outside the United States or repatriated to the United States within defendants' control. This was required within three business days of service of the TRO and PI.

No defendant has provided the required full accounting. Please provide it immediately.

Thank you.

Laura C. Pirri
Quinn Emanuel Urquhart Oliver & Hedges, LLP
555 Twin Dolphin Drive, Suite 560
Redwood Shores, CA 94065
Direct: (650) 801-5011
Main Phone: (650) 801-5000

Main Fax: (650) 801-5100

E-mail: laurapirri@quinnemanuel.com <<mailto:ulaurapirri@quinnemanuel.com>>

Web: www.quinnemanuel.com <<http://www.quinnemanuel.com/>>

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EXHIBIT

K

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Sent: Monday, July 24, 2006 1:17 PM
To: Richard Ross
Cc: Claude M. Stern
Subject: Provisions of TRO and PI With Which Defendants Have Not Complied

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Thank you.

Laura C. Puri
Quinn Emanuel Urquhart Oliver & Hedges, LLP
555 Twin Dolphin Drive, Suite 560
Redwood Shores, CA 94065
Direct: (650) 801-5011
Main Phone: (650) 801-5000

Main Fax: (650) 801-5100

E-mail: laurapirri@quinnemanuel.com <<mailto:ulaurapirri@quinnemanuel.com>>

Web: www.quinnemanuel.com <<http://www.quinnemanuel.com/>>

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EXHIBIT

L

**RICHARD S. ROSS, ESQ.
SUITE 237
4801 SOUTH UNIVERSITY DRIVE
FT. LAUDERDALE, FLORIDA 33328
TEL (954) 252-9110
FAX(954) 252-9192**

DELIVER IMMEDIATELY TO:

DATE: 7/24/06

NAME: CLAUDE STERN
FIRM NAME: QUINN EMANUEL
TELECOPIER NO.: 650/801-5100
TELEPHONE NO.:
FROM: RICHARD S. ROSS, ESQ.
RE: LOGNIKOV ADV CORBIS

TOTAL NUMBER OF
PAGES, INCLUDING
COVER LETTER:

6

CLIENT NO.:

MESSAGE: SUPPLEMENT TO DEFENDANTS' PI COMPLIANCE

IF YOU DO NOT RECEIVE ALL THE PAGES, TELEPHONE 954/252-9110.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL OFFICE. THANK YOU.



LAW OFFICE
RICHARD S. ROSS, Esq.
ATRIUM CENTRE
4801 SOUTH UNIVERSITY DRIVE
SUITE 237
FORT LAUDERDALE, FLORIDA 33328

RICHARD S. ROSS
MEMBER OF
FLORIDA BAR & FEDERAL BAR
REGISTERED PATENT ATTORNEY

July 20, 2006

TELEPHONE
(854) 252-8110
FACSIMILE
(854) 252-8192

Lori Anne Sochin, Esq.
Ronnie Fernandez, Esq.
GREENBERG TRAURIG
1221 Brickell Avenue
Miami, FL 33131

Claude M. Stern, Esq.
Laura Pirri, Esq.
QUINN EMANUEL
555 Twin Dolphin Drive
Suite 560
Redwood Shores, CA 94065-2139

RE: LOGNIKOV, ET AL ADV CORBIS

Counsel:

Enclosed please find our clients' compliance with the court's order to commence discovery, including Attachment C to the preliminary injunction. If we can be of further assistance, please do not hesitate to contact us.

Sincerely,

RICHARD S. ROSS, ESQ.

RSR/me
Enclosures

IGOR LOGNIKOV

Address: Bestujevsk str., 3a, apt. 62, Moscow, Russia, zip 128566. Apartment phone num.
+78168023536. Cell. Phone number: +78264287864.

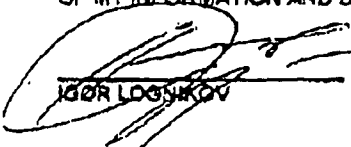
ARTVERTEX, INC.

Company was dissolved around 1 year ago. At the time of company's formation I resided 7115, 3rd ave., apt. 2a, Brooklyn, New York, 11208. That's why I used this address during registration. There is no physical office related to this company.

WEB DESIGN LIBRARY

Project is operated by me, solely. Once it was developed by external team of web developers in Ukraine. I can not define any exact address for it. I believe it's address should be considered the same as my address.

I, IGOR LOGNIKOV, SWEAR THAT THIS INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY INFORMATION AND BELIEF.



IGOR LOGNIKOV

20 July 2006

ANDREI KOULIKOVSKI
NOW RESIDING AT: CHERNOVOLA 16, APT. 58, KIEV, UKRAINE
CHIEF EXECUTIVE OFFICER OF MYTEMPLATESTORAGE.COM.

TEMPLATEMONSTER.COM

This is not an entity. This is the domain name that belongs to one of affiliates who registered on www.mytemplatestorage.com. I have no control on this. I believe, their address is Chapira 52, Ashkelon, Israel.

TEMPLATE TUNING

This is the project that is also operated by the team of Mytemplatestorage.com. Copyright on website and content is registered on Colman Alliance LLC company, which is registered in British Virgin Islands

MYTEMPLATESTORAGE.COM

Office of Mytemplatestorage.com is located: Puskinskaya St. 1, Apt. 19, Petrozavodsk, Karelia, Russia, ZIP 185870. Office/apartment is rented on name Vasil Gurjiy - he is responsible for all real estate issues related to my business. Phone +79284287984.

TEMPLATE-HELP.COM

This is just the domain name owned by Mytemplatestorage.com team. Used for internal needs.

TEMPLATE-DELIVERY.COM

This is just the domain name owned by Mytemplatestorage.com team. Used for internal needs.

SITE2YOU.COM

Domain name owned by the team of Mytemplatestorage.com

CALLAWAY ALLIANCE, INC.

Entity of web development company that built back-end of Mytemplatestorage.com, Site2you.com and for some affiliates like www.templatemonster.com. This company had developed backend and makes modifications in it upon requests. They require to hold copyright of the back end at their ownership. Company is based in Morocco: 21 Rue Moulay Ahmed Loukil, Place Pétrole - Rabat Maroc, Tel. +212-37-76-22-00 (LQ), Fax: +212-37-76-22-88.

I, ANDREI KOULIKOVSKI, SWEAR THAT THIS INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY INFORMATION AND BELIEF.


ANDREI KOULIKOVSKI

20.07.2006

CASE NO. 06-21643-CIV

ATTACHMENT C

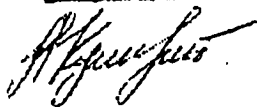
Consent to Release of Financial Records

I, an officer of Mytemplestorage.com do hereby direct any bank, trust company, or financial institution at which Mytemplestorage.com has an account, and its officers, employees, and agents to disclose all information and deliver copies of all documents of every nature in their possession or control that relate to any such accounts to any attorney of the Corbis Corporation, and to give evidence relevant thereto, in the matter of the Corbis Corporation v. Lognikov et al., Case No. 06-21643-CIV, now pending in the United States District Court for the Southern District of Florida, and this shall be irrevocable authority for so doing.

This direction is intended to apply to the laws of countries other than the United States that restrict or prohibit the disclosure of financial information without the consent of the holder of the account, or its officers, and shall be construed as consent with respect thereto.

Dated: 20.07.2006

Name and Title: Andrei Koulikovski CEO



12

JUL 11 2006 09:31AM P12

PHONE NO. : 954 252 9192

FROM : Desk of Richard Ross

JUL 24 2006 02:55PM P5

PHONE NO. : 954 252 9192

FROM : Desk of Richard Ross

CASE NO. 06-21643-CIV

ATTACHMENT C

Consent to Release of Financial Records

I, an officer of _____, do hereby direct any bank, trust company, or financial institution at which Igor Lognikov has an account, and its officers, employees, and agents to disclose all information and deliver copies of all documents of every nature in their possession or control that relate to any such accounts to any attorney of the Corbis Corporation, and to give evidence relevant thereto, in the matter of the *Corbis Corporation v. Lognikov et al.*, Case No. 06-21643-CIV, now pending in the United States District Court for the Southern District of Florida, and this shall be irrevocable authority for so doing.

This direction is intended to apply to the laws of countries other than the United States that restrict or prohibit the disclosure of financial information without the consent of the holder of the account, or its officers, and shall be construed as consent with respect thereto.

Dated: 20 July 2006
Name and Title: Igor Lognikov



12

JUL 11 2006 09:31AM P12

PHONE NO. : 954 252 5192

FROM : Desk of Richard Ross

JUL 24 2006 02:55PM P6

PHONE NO. : 954 252 9192

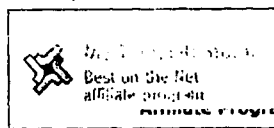
FROM : Desk of Richard Ross

EXHIBIT

M1



TemplateMonster.com



Shopping Cart Site Map Help

Products

Web Tools

About Us

Support

Sell Web Templates and Earn 20% Commission!

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Company Overview | Awards | Projects | Press Room | Blog | RSS | Testimonials | Contact us

Navigation: Home >> About Us >> Company Overview

Company Overview

General overview

Artvertex, Inc. is a worldwide leader in E-Commerce – providing customers with valuable, convenient, relevant and enjoyable online experiences through a diversity of products and services.

The main orientation of the company is Web Design, with an emphasis on affordable web design products and services.

Artvertex and its subsidiaries currently employ more than 100 full time staff, augmented by more than forty free lance designers and programmers. Artvertex and subsidiaries cover a unique and complete range of economical website development solutions.

Economical Professionalism

Our customers begin their website projects by selecting from the Internet's largest collection of quality website templates at Templatemonster.com.

They may then complete their project through one of our website development services, which include economical, user-friendly, do-it-yourself solutions as well as template customization services performed by our staff of professional designers.

For customer convenience, both of our website development services also access TemplateMonster's inventory of website design templates.

Artvertex's solutions employ advanced technologies that emphasize quality, flexibility and sophistication. Completed projects are usually indistinguishable from high-end custom website designs.

Industry-Leading E-Commerce Innovators

In addition to technology and product leadership, Artvertex is recognized as an innovator in the conduct of Internet business. We created point-of-purchase programs and incentives that encourage our website visitors to act. The result is high visitor-to-sale conversion rates.

We pioneered creating and selling high quality Website Templates. Our library is currently the largest on the Internet, with over 5,000 template designs. We add, on average, 450-500 new designs monthly.

We led the industry in recognizing the potential, then creating demand, for low cost do-it-yourself web design solutions.

We followed that by offering successful web template customization services, again stimulating demand by leading the industry.

Artvertex Web Design Solutions bring colossal benefits to partners and customers. Our economical, high-quality solutions encourage customers to return. Our partners are proud of our customer-pleasing products and services, which offer high earnings potential.

All Artvertex projects are accomplished within highly advanced software environments and technology bases, resulting in high quality technical support for customers.

We are also able to offer customers and Affiliates financial information security.

Our Partners and Affiliates

Our Affiliate programs are attractive because they are convenient and profitable to the participants. As a consequence, we have more than 30,000 Affiliates on four continents.

Our Affiliate support is without equal. MyTemplateStorage.com features monitored forums that encourage Affiliate feedback, strengthening bonds with Affiliate members through intelligent communication.

Taken together...

Artvertex blends technologies, talents, and proven marketing practices to create a potent mix of effective and highly popular Internet web design commerce solutions.

We take great pride in presenting this unique combination of products and services to the Internet community.

Main Products: Website Templates | Flash Templates | Flash Intro | osCommerce Templates | Icon Sets | Logo Templates | Corporate Identity | Php-Nuke Themes | WordPress Themes | CRE Loaded Templates

Products: Web Design Templates | Dreamweaver Templates | PSD Templates | Photoshop Templates | Frontpage Templates | HTML Templates | Zen cart Templates

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Template Monster - Website Templates | Flash Templates | Web Templates Design

EXHIBIT

M2



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Contact Us

A NY-based company, Artvertex attaches great importance to your comments and suggestions. We encourage you to share your ideas and improvements with us.

Please see the contact information for our most requested departments below. If you still don't see what you're looking for, please contact our support:

Customer Support Department:

Ticket System: csupport@template-help.com
Phone: 1-518-312-4147
1-518-320-8715

Billing Department:

e-mail: billing@templatemonster.com
Phone: 1-518-312-4171
1-518-320-8714

Affiliate Program Department:

e-mail: support@mytemplatestorage.com
Phone: 1-518-312-4162

Marketing Department:

e-mail: marketing@templatemonster.com
Phone: 1-518-312-4162

Legal Department:

e-mail: piracy@templatemonster.com
Phone: 1-518-312-4162

HR Department:

e-mail: jobs@templatemonster.com

Fax number: 1-917-591-3014

If you have time-sensitive questions regarding our products and/or services, please feel free to contact our 24/7 Online Support Chat

Main Products: [Website Templates](#) | [Flash Templates](#) | [Flash Intro](#) | [osCommerce Templates](#) | [Icon Sets](#) | [Logo Templates](#) | [Corporate Identity](#) | [Php-Nuke Themes](#) | [WordPress Themes](#) | [CRE Loaded Templates](#)

Products: [Web Design Templates](#) | [Dreamweaver Templates](#) | [PSD Templates](#) | [Photoshop Templates](#) | [Frontpage Templates](#) | [HTML Templates](#) | [Zen cart Templates](#)

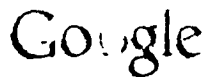
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Advanced Search
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Web

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EXHIBIT

M4



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Consent

If you do not consent to the collection, use or disclosure of your personal information as outlined in this policy, please do not provide information to Artvertex. If you have provided personal information to Artvertex and no longer consent to its use or disclosure, notify Artvertex at privacy@artvertex.com.

How to Access your Personal Information

Artvertex gives you the ability to edit your Artvertex Account Information and preferences at any time.

/

You are also able to request deletion of your Artvertex account at any time.

Security

Unfortunately, no data transmission over the Internet can be considered 100% secure. However, your Artvertex Account Information is protected for your privacy and security. In certain areas of our websites, as identified on the site, Artvertex uses industry-standard SSL (Secure Sockets Layer) transmissions.

We also safeguard your personal information from unauthorized access, through access control procedures, network firewalls and other security measures.

Further, Artvertex retains your personal information only as long as necessary to fulfill the purposes identified above or as required by law.

Changes to this Privacy Policy

Artvertex may at any time, without notice to you and in its sole discretion, amend this policy from time to time. Please review this policy periodically. Continued use of Artvertex websites after any such amendments signifies your acceptance thereof.

Questions or Suggestions

If you have questions or suggestions about this privacy policy, or your own personal information, please e-mail us at privacy@artvertex.com.

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M5



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Now you can earn hundreds and thousands dollars by referring customers to TemplateMonster.com or by reselling TemplateMonster's products through your website.

Login: Password:

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Reasons to join:

- Registration and participation is FREE!
- You get 20% commission (10-50\$ per sale in average).
- All products have great market value. Each 60th targeted visitor makes purchase according to our stats.
- Because of wide range of target audience - our products are in high marketing demand. Each 60th targeted visitor makes purchase according to our stats.
- Start earning money immediately after registration!
- If someone comes through your affiliate link and leaves TemplateMonster.com without a purchase you still earn your affiliate fee when this visitor will buy our products later.
- Track your earnings and visitor stats in real time.
- Track your visitors in real time.
- Sell templates under your brand.
- Display template catalog on your site through dynamic interface. You'll get:
 - FAQ;
 - Terms And Conditions;
 - keyword and category search options.
- We take care of everything - charging the credit cards, anti-fraud protection and customer service through support chat.
- Advanced visitors traffic statistics.
- Receive weekly sales report.
- FREE marketing consulting services for affiliates by our marketing CEO - David Braun.

There are 2 ways of referring visitors to TemplateMonster:

Simple:

Upon you signed up with the affiliate program we will provide you with the Affiliate Link (you can find the affiliate link in your account) that you can place on your website or send your affiliate link to your potential customers via e-mail. When a web surfer clicks through your affiliate link, a cookie contained your affiliate number is set in his web browser and his IP address is recorded in our database along with your affiliate number. When a customer purchases one of our products, affiliate script looks for the cookie and/or customer's IP address to identify the affiliate who will be awarded the commission.

Visitors redirected to TemplateMonster.com through your affiliate link may make a purchase in future and the commission will still be awarded you if the cookie is presented in their browser and/or they use IP address recorded in our database.

You will get 20% of all purchases via your website lifetime.

Advanced:

- 1 You should sign up as an affiliate by filling simple online form (you will get your affiliate link in affiliate account interface).
- 2 You will be able to generate our dynamic interface to sell our templates even under YOUR OWN BRAND without any references to www.templatemonster.com

With the MyTemplateStorage affiliate program, I've been able to steadily earn enough money every month to upgrade my computer. I now have a fully decked out system, all paid for by this program!

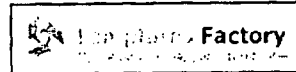
Kevin Fales

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LearnWebTemplates

Her Web Templates



3. You can use different pre-made skins to choose the way of displaying templates and placing keyword and category search options on your site.
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EXHIBIT

M6



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Privacy Policy

Artvertex Inc. - Privacy Policy

Artvertex Inc. (hereafter referred to as Artvertex) has created this privacy policy to demonstrate our commitment to the privacy of the users of our websites. Please read the following to learn more about our privacy policy, and how we treat personally identifiable information collected from our visitors and users.

What this Privacy Policy Covers

- This privacy policy covers Artvertex's treatment of personally identifiable information collected by Artvertex through a website owned and operated by Artvertex.
- This privacy policy does not apply to the practices of companies that Artvertex does not own or control, or of persons that Artvertex does not employ or manage, including any third-party content contributors bound by contract and any third-party websites to which Artvertex's websites link.

Collection and Use of Personal Information

- You can visit the websites of Artvertex without revealing any personal information. However, Artvertex needs certain personal information if you wish to register for an affiliate account, receive a Artvertex newsletter, or use certain Artvertex services.
- Where required, this information may include your company contact information and your personal contact information. Artvertex will use this information to reply to your inquiries, to set up your member.s account, to provide you with requested services, and to contact you regarding new services.
- By accessing the services of Artvertex and voluntarily providing us with the requested personal information, you consent to the collection and use of the information in accordance with this privacy policy.

Collection and Use of Non-Personal Information

- Artvertex automatically receives and records non-personal information on our server logs from your browser including your IP address, cookie information and the page you requested. Artvertex may use this information to customize the advertising and content you see and to fulfill your requests for certain products and services. However, Artvertex does not connect this non-personal data to any personal information collected from you.
- Artvertex also allows third party companies that are presenting advertisements on some of our pages to set and access their cookies on your computer. Again, these cookies are not connected to any personal information. Third party cookie usage is subject to their own privacy policies, and Artvertex assumes no responsibility or liability for this usage.

Information Sharing and Disclosure

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Password:

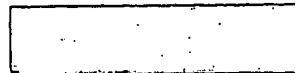
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With the MyTemplateStorage affiliate program, I've been able to steadily earn enough money every month to upgrade my computer. I now have a fully decked out system, all paid for by this program!

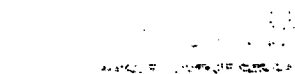
Kevin Fales

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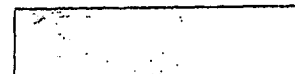
FEATURED AFFILIATES



Her Web Templates



Speedy Templates



Information Sharing and Disclosure

- Artvertex may disclose your personal information to third parties who work on behalf of Artvertex to provide services requested by you. We will share personal information for these purposes only with third parties whose privacy policies are consistent with ours or who agree to abide by our policies with respect to personal information
- Artvertex may otherwise disclose your personal information when:
 - We have your express consent to share the information for a specified purpose;
 - We need to respond to subpoenas, court orders or such other legal process;
 - We need to protect the personal safety of the users of our websites or defend the rights or property of Artvertex; or
 - We find that your actions on our websites violate the Artvertex Terms of Use document or any of our usage guidelines for specific products or services.

Consent

- If you do not consent to the collection, use or disclosure of your personal information as outlined in this policy, please do not provide any personal information to Artvertex. If you have provided personal information to Artvertex and no longer consent to its use or disclosure as outlined herein, please notify Artvertex at privacy@artvertex.com.

How to Access your Personal Information

- Artvertex gives you the ability to edit your Artvertex Account Information and preferences at any time.
- You are also able to request deletion of your Artvertex account at any time.

Security

- Unfortunately, no data transmission over the Internet can be considered 100% secure. However, your Artvertex Account Information is password-protected for your privacy and security. In certain areas of our websites, as identified on the site, Artvertex uses industry-standard SSL-encryption to protect data transmissions
- We also safeguard your personal information from unauthorized access, through access control procedures, network firewalls and physical security measures.
- Further, Artvertex retains your personal information only as long as necessary to fulfil the purposes identified above or as required by law.

Changes to this Privacy Policy

- Artvertex may at any time, without notice to you and in its sole discretion, amend this policy from time to time. Please review this policy periodically. Your continued use of Artvertex websites after any such amendments signifies your acceptance thereof.

Questions or Suggestions

Questions or Suggestions

- If you have questions or suggestions about this privacy policy, or your own personal information, please e-mail us at privacy@Artvertex.com.

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1. Link / Banner referral program.

Simply type of cookie based affiliate program. Each person, who visits site2you.com through your affiliate link (you will get one during registration) or the banner (you can download them at your affiliate interface) will bring you 30% of all sales lifetime.

Sample affiliate: www.freetemplates.co.uk

2. Private Brand Solution.

Advanced type of earning with Site2You.com. This type of affiliate program allows you to create your own web site builder using templates and site building engine of Site2You. The sitebuilder will be absolutely Private Brand. Moreover Site2You assumes all technical, billing, and support fees. You will be getting 30% lifetime recurring commission of sales through your website.

Billing type: Site2you.com billing system and antifraud protection.

Hosting: Hosting on Site2you.com servers.

Status: Under redevelopment.

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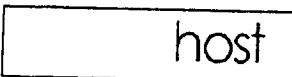
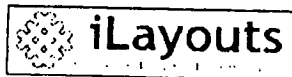
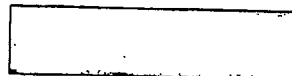
With the MyTemplateStorage affiliate program, I've been able to steadily earn enough money every month to upgrade my computer. I now have a fully decked out system, all paid for by this program!

Kevin Fales

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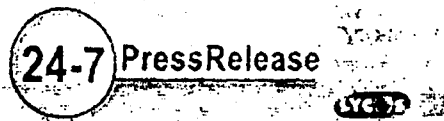
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Web Design Library Launches New Design Category

Vector Graphics is now the tenth category available at Web Design Library, a free, ever-expanding educational resource that currently contains over 2000 easy-to-use materials.

/24-7PressRelease.com/ - Brooklyn, N.Y., January 23, 2005 - Web Design Library, a division of Template Monster - a top global provider of website design templates, today announced the launch of Vector Graphics, a new design category created specifically to meet the needs of novice and expert graphics enthusiasts. Vector Graphics provides a comprehensive take on the world of geometric modeling and all its lines, curves, polygons and points. Using the tutorials and articles available here, visitors will learn how to get started with as well as how to optimize the use of the two most popular graphics programs - Corel Draw and Adobe Illustrator.

"We received a lot of letters from graphics fans encouraging us to add materials, and we had already received materials from individuals hoping to teach others how to benefit from better leveraging Adobe Illustrator and Corel Draw," said Max Lensky, CEO of Web Design Library. "We found that graphics lovers were frustrated with the inordinate amount of stale resources and static information they found online. But when we talked to them about adding a new category to our site with tutorials and articles to help achieve better results, they got really jazzed and a few even offered to write tutorials. So we created Vector Graphics to..."

Vector Graphics is now the tenth category available at Web Design Library, a free, ever-expanding educational resource that currently contains over 2000 easy-to-use materials.

If you are interested in browsing our materials, visit <http://webdesign.org/category/vector-graphics> the Vector Graphics page on Web Design Library's materials pages.

**All product and company names herein are the trademarks of their respective owners.

Web Design Library - is an internationally refereed resource that provides a platform for the dissemination of design thinking and research. It covers all theoretical and practice-oriented aspects of the effective, efficient and attractive presentation of information.

#


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ad space in our high-traffic sections like Top Rated Materials, Related Materials, Web Design Showcase, Useful Resources and more.

Also, I'd like to assure you that the WDL staff understands that while every dead-top can be a printing press, not everyone can write publishable material. Your material will be edited if necessary and showcased by WDL in the best possible way if and when it is chosen for publication.

Have a voice in your community's development - become an author

I look forward to hearing from you.

Best regards,

George Hogan

George Hogan
Chief Editor
Web Design Library

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Welcome to Template Monster Press Room

Web Design Library Issues a Major Update of Its Site

Web Design Library, the designer's one-stop resource, has updated its Website with RSS subscription options as well as many other developments to cater even more effectively to its readers.

New York, NY, April 25, 2006 - Web Design Library, the designer's one-stop resource, has updated its Website to cater even more effectively to its readers. The major improvements include RSS subscription options, upgraded navigation and a higher loading speed.

Twelve RSS channels have been enabled on the site allowing WDL's readers to receive the daily updates of web design news, tutorials, articles, and website showcase. The subscribers have also got a chance to publish these useful materials on their websites.

"We've added the RSS channels because our readers were constantly asking us for this option," George Hogan, the WDL's editor-in-chief commented. "From the time of our latest release as of last year, we've been requesting feedback to find out what new features our readers wanted to see the most. RSS was number one."

Among other major developments, a vast collection of Photoshop tutorials has been broken into subject categories to facilitate the search for the necessary materials.

According to Mr. Hogan, "Within the past few months this collection has gotten really bulky with a huge volume of daily added tutorials, so the time was just right for sub-categorizing it."

The news section has been revamped with a more up-to-date format, a better calendar and navigation.

The Free Stuff section has seen additions in the form of Design Accessories, including such categories as Icons, Photos, Fonts, Clipart and Logos.

Frequent users of the Web Design Library will also see a number of smaller, but nonetheless important developments, such as the improved ratings of tutorials and showcase sites, the site statistics and an editor's pick archive link on the front page as well as many other developments.

And of course, the site has drastically improved on loading speed. Now the whole collection is much easier to navigate through and necessary information is found much quicker and more efficiently.

"In this new release we've relied heavily on the feedback of our readers and have tried to fulfil all their desires", the chief editor said. "Besides, we had a group of beta testers, who tried out the proposed developments and received top quality results in the end. We hope our readers will remain as enthusiastic and involved in the future, and we'll continue to listen to all their comments."

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TEMPLATE MONSTER
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About Web Design Library

Web Design Library is an internationally refereed resource that provides a platform for the dissemination of design thinking and research. With more than 5000 tutorials, articles, interviews and reviews, WDL covers all theoretical and practice-oriented aspects of the efficient and attractive presentation of information on-line. Founded in September 2004, the site has seen a rapid growth and 2 major releases.

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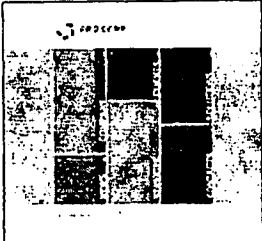
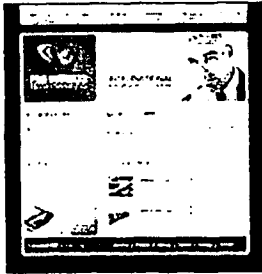
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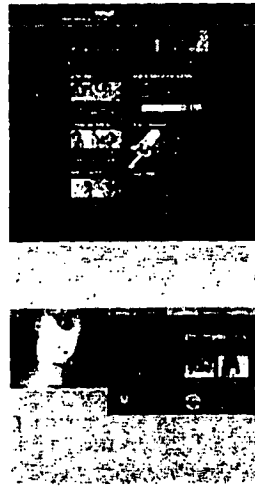
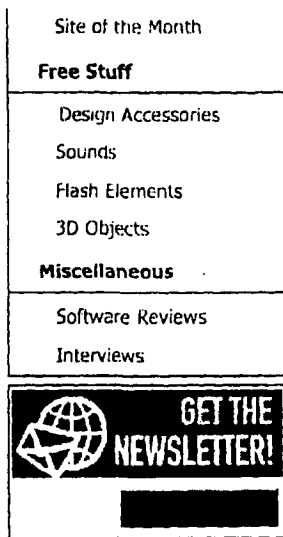


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Style Sheets is the easiest way to provide a default font styling for HTML. So you can modify the whole text and link colors on all pages editing just a single CSS file! CSS also makes your coding much easier because you don't have to numerously repeat the formatting tags. Such trimmer code equals faster download time and reduced bandwidth usage.

CSS templates show 100% compatibility with Macromedia Dreamweaver and MS Frontpage. Other web editors also handle this technology easier than usual HTML code.

Good news - now you don't need to fight with complicated HTML tables when trying to modify the layout of your site. Our CSS templates use <div> blocks instead of tables. So you can move content blocks by simply dragging 'n' dropping them in your HTML editor. Moreover, these tags are better understood by JavaScript and other web programming languages.

CSS technology is a great step ahead in web development. Separated content and presentation adds more flexibility to your website. You'll have no problems with future modification of your website. All templates are based on w3c.org technologies and standards that makes your website more user-friendly.

CSS Template Editing Tips

All of our CSS templates are 100% stretchable. So you can add as much text/image content as you wish. Usually the main column has more content than the secondary one. But if your secondary column is bigger than main it can cause some misalignment. This column will be cropped to the height of the center block. This misalignment is caused by absolute positioned <DIV> tag usage instead of <TABLE> tag layout. To solve this problem you simply

increase the height of the main column - add several
line break tags to the end of central column to make the columns equal.

About the Author:



Igor Lognikov is an editor at Web Design Library, the author of many pamphlets re
industry and a fully accredited card-carrying journalist since 1999.

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Welcome to Template Monster Press Room

TemplateMonster.com Puts a New Face On

BROOKLYN, N. Y., – April 26, 2004 – Artvertex Inc, worldwide leader in E-Commerce, announced the launch of the redesign of its biggest project - TemplateMonster.com, the world's #1 website template provider. The new design focuses on showcasing interactive tools, site enhancements and best usability. TemplateMonster.com attracts thousands of people by providing extraordinary website templates and continues to make a name for itself as the first source for pre-made designs on the Web.

Online since April 26, 2002, TemplateMonster.com has expanded its facilities in high-end website designs that emphasize quality, flexibility and sophistication. Starting with only 150 items, expanding rapidly during two years of work, it now includes more than 5000 professional designs thanks to a dedicated and talented team that strives for constant perfection. In fact, due to high demand, TemplateMonster.com currently extends the range of its products by adding 7-8 items per day.

In addition to technology and product leadership, Artvertex is recognized as an innovator in the conduct of Internet business. A private brand affiliate program was created, allowing business owners and entrepreneurs to earn income on a revenue-share basis under an affiliate's brand (without referring customers to TemplateMonster.com). Currently, the program involves over 20,000 affiliates, and about 100 new sites are signing up daily.

"The new design is doing a better job of serving our visitors. Most of them are professional designers and webmasters who use our products for creating their own sites or sites for their clients," said Gary Nichols, company's Head of Marketing Department. "We take great pride in showing you new and improved TemplateMonster.com."

The site redesign has achieved several goals by creating a user-friendly design and providing an even easier environment for its visitors to surf and buy. The revamped design offers a more complete range of website development solutions that suit its targeted audience, products and brand.

In addition, the redesign includes new features: **BiggerBids Auction** for purchasing exclusive templates, modernized **Wishbox**, in-depth analysis of **Search engine optimization program**, extensive **'About Us'** section. The informative section **Web Tools** locates vital information, helping web developers to make more informed decisions. Lastly, to encourage and reward its customers, TemplateMonster.com has established **Promotional Codes** and **Gift Certificates** for receiving discount and granted templates.

Focusing special attention on customer needs, the company has added new template categories – **Flash Templates**, **Corporate Identity**, **PHP-Nuke** – and customer response to these additions has been overwhelmingly positive.

"I have always had enormous compliments on your templates design and the features, but these are really superb - it's the qualitative leap. My webmaster wants me to tell you that you are simply the BEST!" Ann Linville, a respected customer.

About Artvertex Inc.

Artvertex, Inc. is a worldwide leader in E-Commerce – providing customers with valuable, convenient, relevant and enjoyable online experiences through a diversity of products and services. The main orientation of the company is Web Design, with an emphasis on affordable web design products and services. More information is available at www.templatemonster.com.

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What were the milestones in your life?</p> <p>David Braun: Since childhood I have been interested in interpersonal relationships between people. I have always been slightly shocked when observing people, how one is successful and another is a failure. As a teenager, I understood that communication is the key factor which distinguishes one person from another. A man with adequate communication skills is accepted by others exactly as he wishes to be perceived. These observations led me to begin my studies in Neuro-Linguistic Programming (NLP): The Science of How the Brain Codes Learning. At that time I wanted to become a psychologist. However, life changed when as a student I began to study marketing as well. When I was reading a book written by Philip Kotler, I understood that marketing was the thing for me. This was the first milestone in my life. Since that time I have covered fairly quickly a sufficiently long path in my career. In the beginning, I worked with analysts conducting national marketing research, and then while working as a junior expert in a large management consulting agency, I helped develop and implement marketing plans for FFMG companies. Then I began working as a creative director in an advertising agency full time, for clients. And finally, in 2000, with the advent of the coming of the new millennium, I attended a conference on Web technology and became aware of the versatility, the power and the perspective of the WEB. This was the second milestone in my life, which turned everything upside-down. As a young man, ambitious and aggressive, I threw caution to the wind, left my previous occupation, turned away from alluring career plans and went to the Web, in particular - to become a partner in a custom design studio www.inverse-logic.com.</p> <p>We worked about 18 hours a day, with the goal of becoming the most successful company in the web design sphere. However, competition in the design market was quite fierce; we were forced to battle with fat firms which had the best designers. Nevertheless, for 2 years we found moderate yet definite success and completed a sufficient number of well-paid projects. Still while doing one project, we received requests from approximately 100 other companies seeking low-budget solutions and were unable to afford to order our services. Once I looked through our company e-mail and was simply shocked by the number of such requests. Apparently over the course of a year, we turned away 3000 customers. This made me so uneasy I couldn't sleep. Once when sitting in a studio I saw how quickly and efficiently our lead designer completed his work. He drew a design for a site for a telecommunications' site. I watched his monitor and was surprised. Upon closer inspection I understood that he had several open documents from which he was taking elements, including buttons, prepared collages, lines, bullets, gradient fills. I asked him where he was getting everything. To which he answered that all elements which were not accepted in past designs, by our previous clients were sorted and saved in individual files - templates - and later used during the creation of other projects. When it seemed to me that this was simply an idea of genius, I went to my computer and opened Google and began to search for Web templates and their uses. It turns out that several companies were already selling website templates a few people were using them. At that moment there were about 5 successful players on the market which were regularly refreshing their assortment (now there are approximately 500). Although while looking at their products, I saw that we could do much more attractive, usable and professional ones. So the idea of TemplateMonster.com was born. And, perhaps, this was the third milestone in my life. We had to invest, because we found private investors, and I began working on this project as the Head of Marketing department (being simultaneously all employees in this department?). Two and a half years have passed and I can say with pride that we have attained stunning success. Nowadays we employ more than 100</p>	Related Materials Exclusive interview with Robert Hodgkin by Robert Hodgkin Exclusive Interview with Barry Green by Barry Green Exclusive Interview with Sue Chastain by Sue Chastain Exclusive Interview with Billy Bussey by Billy Bussey Featured Templates more website templates templates related materials Miscellaneous Related Resources 3ds Max 8 Adobe Photoshop CS2 for Windows Macromedia Flash Pro 8
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people, and our site attracts more than 10 million visitors monthly. We have more than 40,000 partners around the world. We sometimes, for example our site became the object of DDoS attacks initiated by hackers in the Internet, trying to take control of the server withstood them and now are the biggest worldwide resource in this area. We are not planning to stop, I am only 25 and I can still but not for the sake of money, instead for the sake of expansion and for the sake of imprinting ourselves in the collective conscience ever been associated in any small way with the Internet. Getting hundreds of testimonials every day, boundless gratitude for our charge of energy that I am ready to move mountains.

Milena Sotirova: What are the products offered by TemplateMonster?

David Braun: When we just started out we offered very simple 1- or 2-page templates with easy layouts and without any Flash.

We had a collection of about 300 templates only.

Over the years, we have improved our project in two ways: 1) by increasing the number of our templates and 2) by improving the

Now the Template Monster collection consists of more than 7,000 templates divided in 6 main categories (website templates, flash templates, logo templates, corporate identity packages, and php-nuke themes), whereby we are able to satisfy the tastes of most of our website visitors.

Besides templates, we offer some other web design and web templates related services:

- Template Tuning offers affordable customization of templates purchased from Template Monster. We launched it for those who skills to customize their template and want us to do this.
- Site2You is an advanced online website builder that allows even a child to create and manage a website.

And of course, we're always in the process of discussing new ideas and developing new projects, products and services. I consider any company which fails to constantly improve its products every day, every hour doomed to lose its market position. In our product policy, we are somewhat comparable to the Japanese management system; considering memoirs of the founders of Toyota, I find we have much in common. Only such an approach is capable of making people not only to pay you money but also to thank you for your services, as well as to recommend you to their acquaintances and at the same time to buy something from you simply because it is pleasant, though their purchase is not necessarily something which is necessary for them.

I will not disclose all facts, but will give a hint that in several months Template Monster will surprise its customers and fans with as well as with several new projects.

Milena Sotirova: What are the advantages of your affiliate programs?

David Braun: Our programs are considered one of the most successful in the Internet, primarily for the following reasons:

1. Completely private brand. This means that by spending 1-2 hours, you can open your own e-commerce shop selling website to the largest and most diverse assortment of products available. You'll have the highest quality products in the field. Besides which, support, everything that you need. All you need to do is to register a domain name and get a hosting services provider.

2. The second reason for our popularity lies in the fact that all the marvelous things described in the first point are absolutely free. Notice this is not "Try and Buy". This is completely free; people often call our office to verify that they're not mistaken, that they've clearly understood the print, and that we aren't playing some dirty tricks. Frequently this leads to the thought that we should create some symbolic payment, to avoid breaking illusions of our customers who believe that free cheese can be found only in a mousetrap. Here there's no secret; we make it free because it's profitable for us. Becoming an affiliate, you sell our products, receiving commission, and we grow our sales, our people know if not about our brand then at least about our products themselves. We are interested in making public the fact that alternative to custom design. It is insignificant that half of these people go and buy products from our competitors. I am innovator bought from our competitors, they will come to us. This is not simply boasting; several months ago we launched onsite trade in campaign, people who bought templates from our competitors could exchange theirs for ours with a 50% discount. For one week 1500 templates and received more than 200 testimonials. Many people were surprised with our bold endeavor, and asked us if we customers that we had competition. This is a fact: we are not afraid of the competition, inasmuch as from the beginning we have prepared to dedicate unlimited resources to continue to stay on the top of the industry.

3. We have a 2-tiered program. I have always been delighted by the concept of MLM, seeing how fanatically people take part in it with fraudulent individuals and companies, but at the same time not losing their enthusiasm. For this reason we decided to implement program also. Making it a 2-tiered program, we gave people the opportunity to increase their profits without limitations for attract and thereby receive 25% of their profits.

And finally, there remains yet another advantage of our affiliate program, which is its constant development. Practically every week creating new ways to help our affiliates that actively participate in our forum.

About the Author:

By Milena Sotirova



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Website: Visit Our Website

View press releases for February 04, 2005

MyTemplateStorage, the Affiliate Branch of Template Monster, Announces its Redesign

MyTemplateStorage.com appears with a new user-friendly design, with major structural improvement and minor superficial refinement of its inner interface.

/24-7PressRelease.com/ - Brooklyn, N.Y., February 4, 2005, MyTemplateStorage - the prime affiliate center of Template Monster, announces its own complete redesign. Both inner and outer interfaces have been changed. The main impact of this new design is in the area of usability. MyTemplateStorage's team worked hard making the project easy to navigate and use for both the average newbie to Template Monster's affiliate program and for those who are seasoned participants.

Though the main task was improving usability, MyTemplateStorage.com has not limited itself to usability issues only. The result is a totally new graphic design of the project, incorporating all the features of the project with simplicity and clarity, as well as introducing them with intuitive visual aesthetics. Besides, MyTemplateStorage.com's new look is introduced with perfect coding which validates with XHTML 1.0 Transitional, a fact which adds much to the accessibility of the new site.

"All the changes that were made concern only graphic and usability issues," says Andrew Adamson, project manager of mytemplatestorage.com. "The content stayed the same; we haven't made any changes to it. As TemplateMonster.com's affiliate program is one of the best on the WWW, we just wanted to make our project look fresh and more usable. We do hope that all our current and future affiliates will find our new design nice-looking and easy to navigate."

Apart from all the visual and structural changes, mytemplatestorage.com has improved its Affiliate Tools sections by adding a few new features and amending some of the existing ones. Among all the other changes a new improved search form creation wizard comes with this new design.

With the introduction of this new design of MyTemplateStorage.com, Template Monster once again evidences its matchless care for affiliates, strongly forwarding MyTemplateStorage as the standard for affiliate programs in the nearest future.

MyTemplateStorage.com - a dependent project of TemplateMonster.com, serves as an affiliate center for 3 projects: TemplateMonster.com - website templates vendor; TemplateTuning.com - a website customization company; and SiteLynx.com - on-line site builder.

#

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About Us

Overview

MyTemplateStorage is the project of www.TemplateMonster.com - the world's most popular web templates provider.

As Template Monster focuses mainly on web designers and web developers, our affiliate programs were developed to satisfy the complex requirements of this sophisticated audience. At the same time, our programs are so easy to use that you won't need any special knowledge to join.

Our programs vary from project to project, each one utilizing the best ways of making money through the Internet. Currently, we offer affiliate programs for 3 projects:

- TemplateMonster.com affiliate program - allows users to earn money in several ways, from simply referring visitors through an affiliate link to Private Labeled distributing of high quality website templates from Template Monster under your own brand. The program is very flexible and can be added to any website with different levels of integration.
- TemplateTuning.com affiliate program - offers users the opportunity to make money by referring those customers who are in need of website templates customization or custom design. TemplateTuning.com's team of professional designers, coders and programmers is able to perform a project of any complexity starting with a simple home page and ending with a complicated e-commerce site.
- Site2you.com affiliate program - brings the option of earning money by referring people who are interested in creating a site of their own without any special knowledge in web development.

In addition, MyTemplateStorage.com allows users to earn money by bringing new members to the community of MyTemplateStorage.com affiliates. Your profits with this option depend on your sub-affiliates' earnings.

Our goals at MyTemplateStorage.com are to develop easy to understand and already established affiliate programs so that everyone from a newbie to a guru of e-commerce can make profits with our competitive products and services. Judging from our current affiliates' success, we've managed to achieve our goals. But we are still working hard on improving our programs to make them the best ones in the constantly changing atmosphere of the World Wide Web.

Check out our testimonials.

Benefits

- Joining our affiliate program requires no upfront costs and no fees! Start promoting our products and start earning immediately.
- You do NOT need to carry inventory and orders, or to answer complaints, handle refunds, etc. It takes a LOT of time and money to develop your own product to sell online. With our affiliate program, you get both products and services setup just for you!
- Affiliate statistics are provided in real time 24 hours a day. You do not have to go out and buy expensive software to track your sales or bring in any 3rd party software to track everything. All of these capabilities are included... FREE!
- You do not have any 'lag time'. Any business takes a certain amount of time to 'start up'. With our affiliate program, start-up time is significantly reduced. Once you join you can start selling products and making money immediately!
- You do not have to worry about sales administration and technical support. We handle everything from the point of sale right up through the after sales service.

Who is welcome?

We are open for any individual or company whose aim is making money in an easy and non time consuming way. Our approach differs from affiliate to affiliate. As our aim is to earn money through collaboration, you can be sure that we will find the best way to achieve results that will be beneficial for both parties.

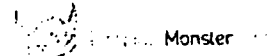
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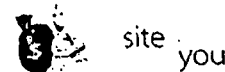
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TemplateTuning provides you with professional design based on web templates of World's leading template vendors.

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Site2You lets nearly anyone create and handle a successful website quickly, and at a great price.

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Welcome to MyTemplateStorage.com

The Template Monster Affiliate Program is by far the best affiliate program going. Not only can you implement thousands of high-end professional templates into your own site, but you get the high-end professional support as well if a problem or concern should arise. A responsive affiliate forum, with relevant info being discussed by a very generous group of fellow affiliates, also proves invaluable if ever in a pinch.

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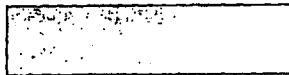
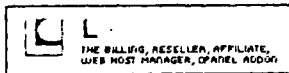
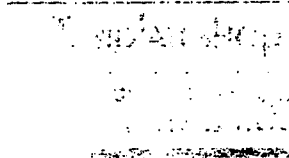


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Featured Affiliates



Testimonials

Template Monster Affiliate Program is by far the best affiliate program going. Not only can you implement thousands of high-end professional templates into your own site, but you get the high-end professional support as well if a problem or concern should arise.

Chris Campbell
www.dotster.com

We are not new to Template Monster. Considered to be one of the most respected Web Design Communities on the Web we added lots of cool, really impressive and refreshing features to our Community joining Template Monster Affiliate Program

Frank Skettino
www.oswd.org

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template tuning

TemplateTuning provides you with professional design based on web templates of World's leading template vendors.

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Affiliate Program Privacy Policy

MyTemplateStorage has created this privacy policy to demonstrate our commitment to the privacy of the Affiliate Program members (affiliates). Please read the following to learn more about our privacy policy, and how we treat personal information collected from our affiliates.

What this Privacy Policy Covers

This privacy policy covers our treatment of personally identifiable information collected by us through a website owned and operated by us.

This privacy policy does not apply to the practices of companies that are not in our direct subjection, or of persons not employed by us, including any third-party content contributors bound by contract and any third-party websites to which our websites may link.

Collection and Use of Personal Information

You may visit our websites without revealing any personal information. However, we need certain personal information if you wish to purchase our products, register an Affiliate Account, receive our newsletter, or use certain our services.

If and where required, this information may include your contact information and/or your company contact information. We will use this information to reply to your inquiries, to provide you with requested products and services, to set up your member's account, and to contact you regarding new products and services.

By accessing our services and voluntarily providing us with the requested personal information, you consent to the collection and use of information in accordance with this privacy policy.

Collection and Use of Non-Personal Information

We automatically receive and record certain types of non-personal information on our server logs from your browser including your IP address, cookie information and the page you requested. We may use this information to customize the advertising and content you see and to fulfill your requests for certain products and services. However, we do not connect this non-personal data to any personal information collected from you.

We also allow third party companies that are presenting advertisements on some of our pages to set and access their cookies on your computer. These cookies are not connected to any personal information. Third party cookie usage is subject to their own privacy policies, and we assume no responsibility or liability for their use.

Information Sharing and Disclosure

We may disclose your personal information to third parties who work on our behalf to provide products and services requested by you. We may share personal information for these purposes only with third parties whose privacy policies are consistent with ours or who agree to abide by our policies with respect to personal information.

We may otherwise disclose your personal information when: (a) We have your express consent to share the information for a specified purpose; (b) We need to respond to subpoenas, court orders or such other legal process; (c) We need to protect the personal safety of the users of our websites or defend the rights or property of ours; (d) We find that your actions on our websites violate our Terms of Use document or any of our usage guidelines pertaining to corresponding products or services.

Consent

If you do not consent to the collection, use or disclosure of your personal information as outlined in this policy, please do not provide any personal information to us. If you have provided personal information to us and cease to consent to its use or disclosure as outlined herein, please notify us at privacy@templemonster.com.

Security

Unfortunately, no data transmission over the Internet can be considered 100% secure. However, your information stored with us is protected for your privacy and security. In certain areas of our websites, as identified on the site, we use industry-standard SSL-encryption to protect data transmissions.

We also safeguard your personal information from unauthorized access, through access control procedures, network firewalls and physical security measures.

Further, we retain your personal information only as long as necessary to fulfill the purposes identified above or as required by the governing law.

Changes to this Privacy Policy

We may at any time, without notice to you and in its sole discretion, amend this policy from time to time. Please review this policy periodically. Your continued use of our websites after any such amendments signifies your acceptance thereof.

Questions or Suggestions

If you have questions or suggestions about this privacy policy, or your own personal information, please e-mail us at privacy@templemonster.com.

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Testimonials

I clearly remember the day when TM first contacted me by email to find out if I'd be interested in reselling their website templates. They were new and aggressively out there recruiting affiliates. I thought, "Yeah, right. I've received these kinds of emails before." Then I checked out their templates, and my jaw dropped. I was amazed at the quality and the unbelievably low prices. Yep, I'll bless that day forever. This has to be the easiest affiliate program I've ever participated in, because these templates are so phenomenal, they just sell themselves. It gives my day such a lift each time I check my email and see another sale notification from these guys. The tools that are made available to their affiliates are unlike anything you'll find anywhere. Timely hassle-free affiliate payouts. Just a great organization, and I'm thrilled to be a part of it.

Pam Roth
www.creatingonline.com

Being a webdesigner, I already knew TM when I started as an affiliate in March, 2003. With the ever increasing quality of the templates, some marketing and advertising, I can say now that having my own Template Shop, not only brought me new webdesign clients, but also became a substantial part of my income, earning 4 figure commissions each month! Thank you, TemplateMonster!

LA.ANSOMS
www.templateshop.be

FreeSiteTemplates.com has always had great traffic. Primarily because our mission is to give template creators a place to offer their work for free, and our visitors a "no strings?" means of accessing the nearly 1,000 templates in our archive, at no cost. We struggled for years to monetize that traffic, trying every variation of banners, sponsorships, and promotions. It wasn't until we partnered with Template Monster that FST started to finally realize its potential. Supplementing our free offerings with professional quality premium (paid) templates makes our website not only more complete in terms of content and offering, it's generating an excellent, reliable income stream. Template Monster has been open to working with us on placement and layout, and their excellent record of on-time, accurate payments has transformed FST from a site that we were ready to sell off, into the cornerstone of the JimWorld/VirtualPromote network.

John Cokos
www.JimWorld.com

Overall Template Monster have a great system. Their templates are top notch and their affiliate account is great. They have developed so many useful tools for users to sell and make money from their templates with very little effort needed. I'd recommend anyone to join - it's free, what have you to lose? We use Template Monster as a base to create cheaper websites for customers who need a website but don't want the hours of design to go with it. The template monster affiliate program has made all this as easy as possible. It makes life a lot easier for web designers and you can make an extra income from the sale of templates too. Go on try it - it's simple to use and the forum's great for if you get stuck and want to ask Template Monster or other affiliates any questions!

James Hollamby
www.digitalcreativesolutions.co.uk

I am writing to let you know what an excellent company I believe you have created. I have been in the web development industry for a number of years now and have never been as impressed by a webdesign company as I have been by yours today! I was very impressed by the services your company offers at such reasonable rates, and the overall look and functionality of your website I found to be unlike any other. I am scheduling a meeting between my business partner and myself so that I can tell him about finding templatemonster.com affiliate program and that our search to find the "webdesign" provider, is over! Congratulations on building such a wonderful company with wonderful services, prices and people!

Vavilen Tatarsky
www.webtemplatesbox.com

We have been on the web for over 6 years. Using Affiliate programs as a source of extra sales revenue. We have never seen such a great affiliate program like mytemplatetorage.com. Their easy to use systems allow anyone to start making money fast and easy. Thanks guys for such and great product and being our highest earning affiliate program to date.

Auggie Diaz
www.mylucnkeybusiness.com/

Templatemonster.com have long-standing and mutually successful program. Having this site built for us, has proven to be a wise measure. Most of our clients cannot afford high cost web design but TM has been a terrific way to real selling machine. We are extremely impressed with the quality and impact of our site and would not hesitate to recommend TM's services to our business colleagues. We have already sold good amount of template and expect it to help raise our profile and increase business prospects. They have a great design team who has given our site a unique feel to it - almost organic. Our expectations were far exceeded and we are extremely proud of how our web site has been transformed. Thanks for such a great affiliate program.

Ramesh Patel
www.kumbhdesign.com

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What were the milestones in your life?</p> <p>David Braun: Since childhood I have been interested in interpersonal relationships between people. I have always been slightly shocked when observing people, how one is successful and another is a failure. As a teenager, I understood that communication is the key factor which distinguishes one person from another. A man with adequate communication skills is accepted by others exactly as he wishes to be perceived. These observations led me to begin my studies in Neuro-Linguistic Programming (NLP): The Science of How the Brain Codes Learning. At that time I wanted to become a psychologist. However, life changed when as a student I began to study marketing as well. When I was reading a book written by Philip Kotler, I understood that marketing was the thing for me. This was the first milestone in my life. Since that time I have covered fairly quickly a sufficiently long path in my career. In the beginning, I worked with analysts conducting national marketing research, and then while working as a junior expert in a large management consulting agency, I helped develop and implement marketing plans for FFMG companies. Then I began working as a creative director in an advertising agency full time, for clients. And finally, in 2000, with the advent of the coming of the new millennium, I attended a conference on Web technology and became aware of the versatility, the power and the perspective of the WEB. This was the second milestone in my life, which turned everything up-side-down. As a young man, ambitious and aggressive, I threw caution to the wind, left my previous occupation, turned away from alluring career plans and went to the Web, in particular - to become a partner in a custom design studio www.inverse-logic.com.</p> <p>We worked about 18 hours a day, with the goal of becoming the most successful company in the web design sphere. However, competition in the design market was quite fierce; we were forced to battle with fat firms which had the best designers. Nevertheless, for 2 years we found moderate yet definite success and completed a sufficient number of well-paid projects. Still while doing one project, we received requests from approximately 100 other companies seeking low-budget solutions and were unable to afford to order our services. Once I looked through our company e-mail and was simply shocked by the number of such requests. Apparently over the course of a year, we turned away 3000 customers. This made me so uneasy I couldn't sleep. Once when sitting in a studio I saw how quickly and efficiently our lead designer completed his work. He drew a design for a site for a telecommunications' site. I watched his monitor and was surprised. Upon closer inspection I understood that he had several open documents from which he was taking elements, including buttons, prepared collages, lines, bullets, gradient fills. I asked him where he was getting everything. To which he answered that all elements which were not accepted in past designs, by our previous clients were sorted and saved in individual files templates - and later used during the creation of other projects. When it seemed to me that this was simply an idea of genius, I went to my computer and opened Google and began to search for Web templates and their uses. It turns out that several companies were already selling website templates a few people were using them. At that moment there were about 5 successful players on the market which were regularly refreshing their assortment (now there are approximately 500). Although while looking at their products, I saw that we could do much more attractive, usable and professional ones. So the idea of TemplateMonster.com was born. And, perhaps, this was the third milestone in my life. We had to invest, because we found private investors, and I began working on this project as the Head of Marketing department (being simultaneously all employees in this department?). Two and a half years have passed and I can say with pride that we have attained stunning success. Nowadays we employ more than 100</p>	<p>Related Materials</p> <p>Exclusive Interview with Robert Hodgkin by Robert Hodgkin</p> <p>Exclusive Interview with Barry Green by Barry Green</p> <p>Exclusive Interview with Sue Chastain by Sue Chastain</p> <p>Exclusive Interview with Billy Bussey by Billy Bussey</p> <p>Featured Templates</p> <p>more website templates templates related materials</p> <p>Miscellaneous Related Resources</p> <p>3ds Max 8</p> <p>Adobe Photoshop CS2 for Windows</p> <p>Macromedia Flash Pro 8</p>
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people, and our site attracts more than 10 million visitors monthly. We have more than 40,000 partners around the world. We sometimes, for example our site became the object of DDos attacks initiated by hackers in the Internet, trying to take control of the server withstood them and now are the biggest worldwide resource in this area. We are not planning to stop, I am only 25 and I can still but not for the sake of money, instead for the sake of expansion and for the sake of imprinting ourselves in the collective conscience ever been associated in any small way with the Internet. Getting hundreds of testimonials every day, boundless gratitude for our charge of energy that I am ready to move mountains.

Milena Sotirova: What are the products offered by TemplateMonster?

David Braun: When we just started out we offered very simple 1- or 2 page templates with easy layouts and without any Flash:

We had a collection of about 300 templates only.

Over the years, we have improved our project in two ways: 1) by increasing the number of our templates and 2) by improving the

Now the Template Monster collection consists of more than 7,000 templates divided in 6 main categories (website templates, flash templates, logo templates, corporate identity packages, and php-nuke themes), whereby we are able to satisfy the tastes of most of our website visitors.

Besides templates, we offer some other web design and web templates related services:

- Template Tuning offers affordable customization of templates purchased from Template Monster. We launched it for those who skills to customize their template and want us to do this.
- Site2You is an advanced online website builder that allows even a child to create and manage a website.

And of course, we're always in the process of discussing new ideas and developing new projects, products and services. I consider any company which fails to constantly improve its products every day, every hour doomed to lose its market position. In our product policy, we are somewhat comparable to the Japanese management system; considering memoirs of the founders of Toyota, I find we have much in common. Only such an approach is capable of making people not only to pay you money but also to thank you for your services, as well as to recommend you to their acquaintances and at the same time to buy something from you simply because it is pleasant, though their purchase is not necessarily something which is necessary for them.

I will not disclose all facts, but will give a hint that in several months Template Monster will surprise its customers and fans with as well as with several new projects.

Milena Sotirova: What are the advantages of your affiliate programs?

David Braun: Our programs are considered one of the most successful in the Internet, primarily for the following reasons:

1. Completely private brand. This means that by spending 1-2 hours, you can open your own e-commerce shop selling website to the largest and most diverse assortment of products available. You'll have the highest quality products in the field. Besides which, support, everything that you need. All you need to do is to register a domain name and get a hosting services provider.

2. The second reason for our popularity lies in the fact that all the marvelous things described in the first point are absolutely free. Notice this is not "Try and Buy". This is completely free; people often call our office to verify that they're not mistaken, that they've clearly understood the print, and that we aren't playing some dirty tricks. Frequently this leads to the thought that we should create some symbolic payment, to avoid breaking illusions of our customers who believe that free cheese can be found only in a mousetrap. Here there's no secret; we make it free because it's profitable for us. Becoming an affiliate, you sell our products, receiving commission, and we grow our sales, our people know if not about our brand then at least about our products themselves. We are interested in making public the fact that alternative to custom design. It is insignificant that half of these people go and buy products from our competitors. I am involved bought from our competitors, they will come to us. This is not simply boasting; several months ago we launched onsite trade-in campaign, people who bought templates from our competitors could exchange theirs for ours with a 50% discount. For one week 1500 templates and received more than 200 testimonials. Many people were surprised with our bold endeavor, and asked us if we customers that we had competition. This is a fact: we are not afraid of the competition, inasmuch as from the beginning we have prepared to dedicate unlimited resources to continue to stay on the top of the industry.

3. We have a 2-tiered program. I have always been delighted by the concept of MLM, seeing how fanatically people take part in it with fraudulent individuals and companies, but at the same time not losing their enthusiasm. For this reason we decided to implement program also. Making it a 2 tiered program, we gave people the opportunity to increase their profits without limitations for attract and thereby receive 25% of their profits.

And finally, there remains yet another advantage of our affiliate program, which is its constant development. Practically every week creating new ways to help our affiliates that actively participate in our forum.

About the Author:

By Milena Sotirova



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EXHIBIT

Q2



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- Sell Web Templates and
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Welcome to Template Monster Press Room

Template Monster Breaks off the Agreement with Ultravertex.com

Template Monster is disappointed with Ultravertex.com's unethical business practices and severs the agreement with this company.

Brooklyn, N.Y., July 03, 2006 Template Monster, the largest website template provider on the Web, breaks off the agreement with Ultravertex.com, images provider.

The agreement between Template Monster and Ultravertex.com lasted for several years. The subject of the agreement was Template Monster's purchase of an exclusive license for website templates providers. According to this license Template Monster was able to grant to all of their clients a free account on Ultravertex.com. Template Monster states that the purchase of this license from Ultravertex.com was very expensive, but that Template Monster was able to offer the free accounts with the image provider to give an excellent bonus for Template Monster clients.

Recently Template Monster was informed that Ultravertex.com hasn't responded to Template Monster clients' complaints. Template Monster clients report that they have received allegations that some of the images sold by Ultravertex.com are not owned or licensed by ultravertex.com. Template Monster did its own investigation and found that Ultravertex.com was indeed not responding to many requests, nor would Ultravertex.com respond to Template Monster's questions as to the exact ownership of its images or its lack of responses to Template Monster's clients recently. Template Monster states that it cares about its clients and the investigation will continue for that reason. The results of the investigation thus far have shown that some of the images Ultravertex.com sells apparently do not belong to them, so their selling of the images has raised disputes. If Template Monster receives further information about Ultravertex.com, from the company or other reputable sources, Template Monster will print the information for its clients. Because Ultravertex.com has become unreliable and is unwilling to answer Template Monster's questions, Template Monster made the decision to break off the agreement. At this point in time Template Monster sees no other way to solve these issues but by going to court.

"We are extremely upset with this situation," says David Braun, CEO of Template Monster. "The free account with the image provider was a great bonus for our clients. Unfortunately, we have no other choice but to break off this agreement in order not to mislead our clients. We are very sorry about the situation but we do promise to provide a similar bonus for all of our clients as soon as possible."

Currently Template Monster has removed all the links to Ultravertex.com from its website. And Template Monster strongly recommends to all of its clients not to use any images from Ultravertex.com.

About TemplateMonster.com

TemplateMonster.com - is a first-rate E-commerce company. Template Monster was started in 2002 as a project of Artvertex, Inc. (in no way affiliated with or ever connected to Ultravertex.com). Template Monster was the first company to offer high-quality website templates. TemplateMonster.com enjoys more than 30,000 unique visitors daily, and consistently numbers among the top 1,000 most popular websites on the Internet.

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EXHIBIT

Q3



Free Winamp Skins

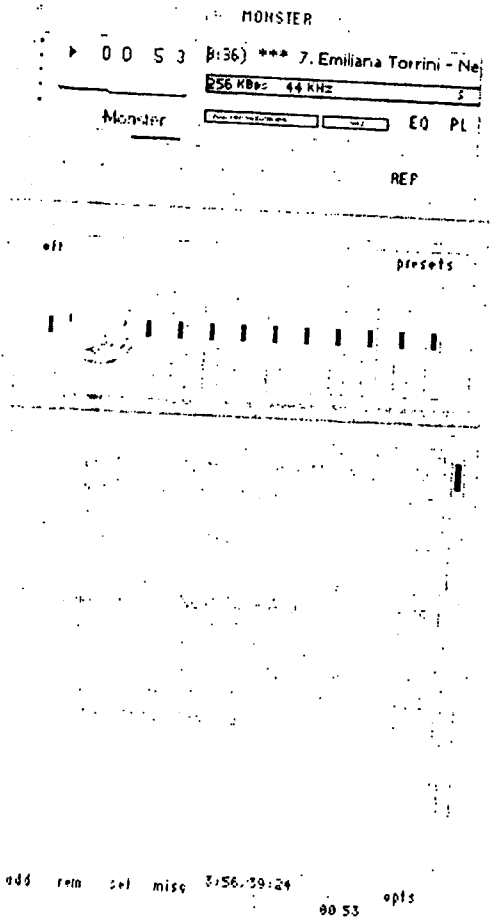
June 7th, 2006

|||||

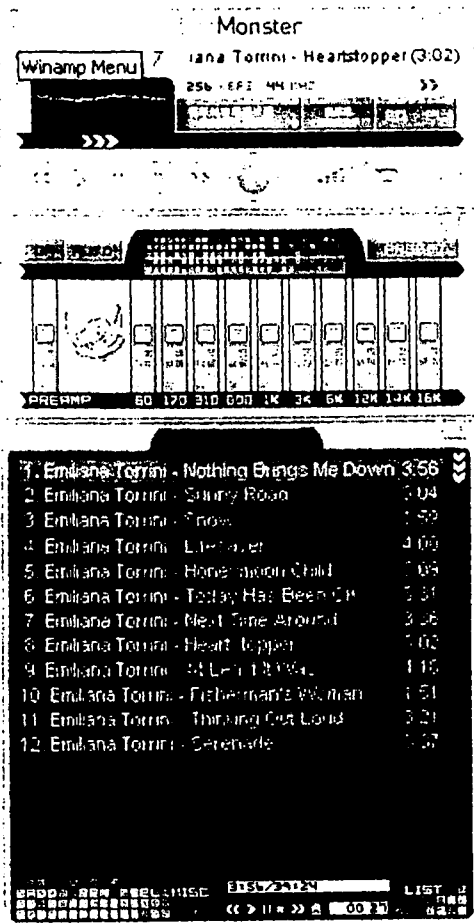
About a year ago, we contacted several winamp skin designers and asked them to design a skin in Template Monster style.

The idea belongs to our CEO – David Braun, who is a big fan of the winamp classic theme. One day he mentioned that he would never change it until the moment he had an opportunity to switch to a skin that would feature Template Monster design. So we decided to give a surprise to our CEO.

Some of the designers we contacted took the challenge and in a couple of weeks, we had 4 really nice looking winamp skins designed in Template Monster style. Two of them were immediately voted as the most popular. One of them came from ghostBone and another one from StillWater.



Download Template Monster Winamp Skin by ghostBone



Download Template Monster Winamp Skin by StillWater

P. S.

Our CEO still cannot decide what skin he likes the best, so he just switches between them. And sometimes he uses the classic skin too. ☺

Posted in News 7 Comments

Thank you!

May 23rd, 2006

|||||

This post is to announce that no more quizzes will be published today but Iconset Pro (159 icons - \$300 value) is still available as a free add-on to every purchase you make today!

We would like to thank everyone who participated. We hope that you liked the way you got your special

discounts and will stay with us for another four years!

We are going to have a crazy party tonight but our support and billing will still be available!

Posted in News No comments yet

50% discount! Get it now!

May 23rd, 2006

||||

Update! The quiz is no longer available.

This is our second quiz and the last one for today. If you answer all the questions correctly, you will receive a 50% discount. The questions are really not that difficult. Trust us! Take a second to check them out:

1. Who designed the first template published on Template Monster?
2. How many sites are in the Template Monster educational network?
3. What is the ID number of the latest template designed by Delta?

Please, give your answers here. We have only 10 promo codes for this quiz so act quickly!

Note! In order to participate you need to be one of our customers. We require that you enter your e-mail address (the one you used when purchasing our templates in the past) before answering the questions. We do not participate in any type of spamming. We will use your e-mail address to send you the promo code only.

Posted in News 7 Comments

The 30% Discount Quiz is Available!

May 23rd, 2006

||||

Important update! This quiz is closed. We had only 15 promo codes available for this quiz.

Ok, here is our first quiz. By answering correctly you will receive a discount of 30%. The number of discounts is limited so act now!

The questions are pretty simple. Here they are:

1. When did Template Monster first start blogging?
2. When did the first osCommerce template appear on Template Monster?
3. What kind of discount do the Template Monster newsletter subscribers get?

Please, insert your answers here.

Note. that in order to participate you need to be one of our customers. We require that you enter your e-mail address (the one you used when purchasing our templates in the past) before answering the questions. We do not participate in any type of spamming. We will use your e-mail address to send you the promo code only.

Posted in News 2 Comments

We are 4 Years Old Today!

May 23rd, 2006

|||||

We are four years old today! For four years we have been delivering the best website templates ever found on the Web!

Today, anyone who will purchase from us will receive a special present as a bonus - Iconset Pro. Iconset Pro includes 159 icons that will ideally suit any ecommerce project or any other web project. Iconset Pro consists of 8 icon sets with each set being designed in a different style.

Also, special discounts for our existing customer will be available today. In order to receive these discounts, you will simply need to take a fun little pop quiz that will be available very soon on our blog.

Stay tuned to our blog so that you won't miss them!

Read more in our press release - [Template Monster Gives Out Presents!](#)

Posted in News 3 Comments

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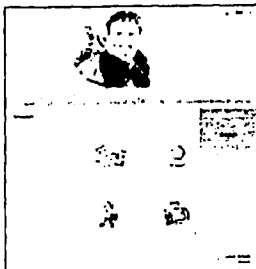
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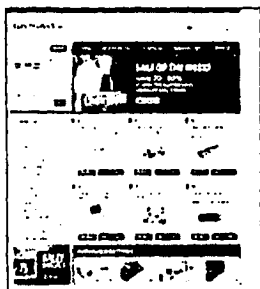
• Template Monster's Family

- Flash Perfection
- Learn PHP
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- Tutorial Kit
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• Featured Templates





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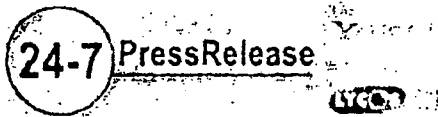
Template Monster Blog is proudly powered by WordPress

[Entries \(RSS\)](#) and [Comments \(RSS\)](#).

This blog is protected by [dr Dave's Spam Karma 2](#): 1664 Spams eaten and counting...

EXHIBIT

Q4



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Wednesday July 26, 2006

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Press Release January 23, 2005

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James Berg
Template Monster
PR Manager
Brooklyn, NY
USA
Voice: 1 917 477 0358
Fax: 1-917-591-3014
E-Mail: james@templatemonster.com
Website: Visit Our Website

View press releases for January 23, 2005

Web Design Library Launches New Design Category

Vector Graphics is now the tenth category available at Web Design Library, a free, ever-expanding educational resource that currently contains over 2000 easy-to-use materials.

/24-7PressRelease.com/ - Brooklyn, N.Y., January 23, 2005 - Web Design Library, a division of Template Monster - a top global provider of website design templates, today announced the launch of Vector Graphics, a new design category created specifically to meet the needs of novice and expert graphics enthusiasts. Vector Graphics provides a comprehensive take on the world of geometric modeling and all its lines, curves, polygons and points. Using the tutorials and articles available here, visitors will learn how to get started with as well as how to optimize the use of the two most popular graphics programs - Corel Draw and Adobe Illustrator .

"We received a lot of letters from graphics fans encouraging us to add materials, and we had already received materials from individuals hoping to teach others how to benefit from better leveraging Adobe Illustrator and Corel Draw," said Max Lensky, CEO of Web Design Library. "We found that graphics lovers were frustrated with the inordinate amount of stale resources and static information they found online. But when we talked to them about adding a new category to our site with tutorials and articles to help achieve better results, they got really jazzed and a few even offered to write tutorials. So we created Vector Graphics to..."

Vector Graphics is now the tenth category available at Web Design Library, a free, ever-expanding educational resource that currently contains over 2000 easy-to-use materials.

If you are interested in browsing our materials, visit <http://webdesign.org/category/vector-graphics> the Vector Graphics page on Web Design Library's materials pages.

**All product and company names herein are the trademarks of their respective owners.

Web Design Library - is an internationally refereed resource that provides a platform for the dissemination of design thinking and research. It covers all theoretical and practice-oriented aspects of the effective, efficient and attractive presentation of information.

#

Read more Press Releases from James Berg:

- MyTemplateStorage, the Affiliate Branch of Template Monster, Announces its Redesign
- Template Monster and Broadwick Corporation Strike a Deal
- Template Monster Now Offers an Expanded Photo Gallery
- Template Monster Offers "Week of Happiness"

- Template Monster Releases Free "Christmas Set" of 100 festive elements
- Web Design Library - Proves Itself
- TemplateMonster.com Enhances Its Customer Service with Addons on On-Line Marketing
- TemplateMonster.com Announces Broad Availability of Ready Made Affiliate Shops
- TemplateMonster.com Announces the Results of a Successful Trade-In Campaign


Other Similar Press Release Topics:

- Fasthosts warn that 'Free' Web Hosting Costs SMEs Dearly
- WEBSITE TONIGHT NOW OFFERS DYNAMIC CONTENT
- 1WebImage, Inc. wins a prestigious award for outstanding web design
- SiteMaps and HyperLinks. Keys to Attract Search Engine Robots by www.itsallaboutlinks.com
- The Garret unveils design workflow system
- WEBSITE TONIGHT NOW OFFERS DYNAMIC CONTENT GlobalWebFX.com's Site Builder with RSS Feeds Makes Creative Site Design Easy
- Here is the List of the Leading Search Engine Friendly Web Design Firms for July 2006 from topseos.com
- Web4com Announces Auction of High-Impact "Web4Wine.com" Domain Name
- Voices.com Releases New VOX Daily Weblog
- Opn.com Makes Web Site Submission and Online Searches Easy

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Q5



TemplateMonster.com

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Intellectual Property Rights Policy

TemplateMonster.com provides templates both by in-house and freelance designers. We contractually prohibit our designers from using materials that infringe third party intellectual property rights (such as copyright, trademark, trade dress and right of publicity) in their designs. We encourage intellectual property rights owners to contact us if they believe that a designer has infringed their rights. If you let us know that your rights are being infringed by one of our designers we will (in our discretion) remove the template in question from products and, if the designer continues to infringe your rights (or infringes the rights of others) terminate our agreement with the designer.

If you believe that your intellectual property rights have been infringed by one of our designer, please provide our Copyright Officer with a notification that contains the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or other rights that have been allegedly infringed.
- Identification of the copyright, trademark or other rights that have been allegedly infringed.
- The URL or product number(s) used in connection with the sale of the allegedly infringing merchandise. Note that simply including "www.templatemonster.com" is not sufficient to identify what you are objecting to; please include links to specific designs.
- Your name, address, telephone number and email address.
- A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the rights owner, its agent or the law.
- A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the copyright or other right that is allegedly infringed.

Our Copyright Officer is Steve Chizmar, who may be reached by email at steve.chizmar@templatemonster.com.

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EXHIBIT

Q6



Home Miscellaneous Articles An Interview with David Braun

An Interview with David Braun

Author: Milena Sotirova Author's URL: <http://www.devstart.com> More by this author
Added: May 25, 2005 Rating: Level: All levels Software: n/a

Milena Sotirova: What are the three core requirements for a good design?

David Braun:

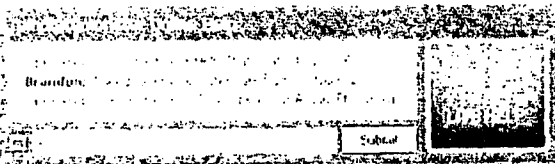
1. Usability.
2. Creativity.
3. Style integrity for all elements.

Milena Sotirova: If you can travel with a time machine, what will be the most curious impressions and ideas you will be concentrated on, regarding the site design development?

David Braun: I would have taken a couple of DVDs with our current products and traveled about 10 years into the past. I think today I would be more famous than Bill Gates. :-)

Milena Sotirova: How do you receive a feedback from your customers and users and how do you implement results from the marketing researches?

David Braun: First, we have 24/7 online chat and people practically always tell us what they think and what they want. Second, we constantly analyze incoming correspondence, and summarize as well as systemize repetitive offers and inquiries. Third, we constantly conduct research regarding long term customers as well as first time customers and on the basis of their answers develop a plan to improve our site and products. And finally, we have a Customers Complaint form - we pay special attention to this. In every case, an in-depth investigation is conducted and the guilty are cruelly punished.



Milena Sotirova: Where do you see the alternatives of the template industry? Offering beautiful and unique templates for users website is a service with growing popularity, how do you see the trends in developing of this industry niche?

David Braun: The alternative for the template industry is custom design. Many people prefer to pay hundreds even thousands to be unique. This is their right. Everyone makes his own choice. However there are many amateurs on the market, people who offer relatively inexpensive services in the area of custom design, and in this bargain the person who places the order receives something that he absolutely does not want. My advice in such cases: if you have enough money to order a custom design from a professional studio (in the USA this costs about \$2,500-\$5,000), it is far better to buy a template, begin to work, and spend the money you saved on advertising, to attract new clients. Only after the clients you have attracted bring you profits can you afford to order a professional design. As to development of the templates industry itself, the options are simple. If earlier everyone offered 1-2 page templates, then today this is 5-6 pages, with Flash enhancements, besides which we give full packages in which there are banners and corporate identity, relatively stylish templates. I think that the tendency in 2005 will be to express oneself as striving to keep pace with the modern and new wave CSS design, Dynamic Flash templates, etc.

Milena Sotirova: Where do you see Internet in 10 years? Can you describe for PromotionWorld.com readers your vision about the new internet technologies?

David Braun: Gosh, even to imagine it is difficult. Judging from the development of the Internet for the past 5 years, it is terrible to imagine what will become of it in the next 10. But I will try.

1. The growth of the capacity of Internet channels on the user end enables expansion of bandwidth-consuming technologies. I think streaming video will find wide acceptance and in general video animation. This will give once again a push for the development of 3D technology.
2. The mobile Internet is beginning to grow very well. The result of which will be the demand to create WAP versions of websites. Certainly, studios specializing in WAP design will appear.

3. I suppose that society will at last adopt unified internet legislation, regulating the questions of rights in the Internet.
4. We will see the toughening of punishment for internet crimes (spam, scam, phishing). The Internet is becoming less anonymous.
5. Practically any information can be found without leaving home. Recall the Google project is currently scanning the world's greatest libraries.
6. At TemplateMonster more than 50,000 designs will be available. ?

Milena Sotirova: What is your biggest achievement through 2004? What do you expect in 2005 to be expanded in your structure?

David Braun: The more or less important achievement was that we stopped being simply an Online Shop and became something more akin to a contributor to the industry. We constantly participate in educational programs. We sponsor different educational institutions, and at last, we released our own educational project:

Web Design Library - webdesign.org.

I think that we will continue to develop this project in 2005, and by the end of the year, we are planning to transform this project the most successful informational resource devoted to (web) redesign in the world.



Milena Sotirova: What is the question you would like to answer and still nobody asked you?

David Braun: It seems that I have already said all that I wanted to say. I want to wish all your readers success and prosperity in this year, and likewise aggressiveness, meaning this of course only in the good sense of the word. I have my own motto, which I use as a signature or calling card in forums - Be the best - or have a rest. I guess this is correct. I hope you each find your own niche in which you will become the very best.

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EXHIBIT

Q7



WEB DESIGN LIBRARY

DESIGNER'S ONE-STOP RESOURCE

- Any Keyword(s) -

All Categories

advanced search

Web Design Basics
Design Principles
Website Usability
Color Theory
Templates & Tuning
Photoshop
Tutorials
Articles
Vector Graphics
CorelDraw
Adobe Illustrator
Flash
Tutorials
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Web Programming
PHP
ASP
JavaScript
Site Maintenance
Web Promotion
Domain Registration
Hosting Services
Showcase
Webdesign Showcase
Site of the Day



Home About Author : Reiven



Dustin Kein joined TemplateMonster.com as a support officer about a year ago. With good communication skills and a high level of expertise in such fields as web design and web development, he used to be merely a guardian angel for all TemplateMonster.com clients. But his desire to contribute to the web design community was not satisfied completely with his support work. This is why joining the Web Design Library team was a logical shift in his career.

Dustin became a stalwart of creating a resource which would be dedicated to all the needs of web designers from the first moment that it appeared. Meeting his ambitions, he was offered a position as an editor in such fields as Photoshop and HTML materials. Currently, he is in charge of selecting materials for these particular sections, which also includes industry monitoring. From time to time, Dustin contributes some tutorials of his own, demonstrating his deep knowledge in the sphere of Web Design. His nom de guerre at Web Design Library is Reiven, and this nickname can often be noticed in our forum as Dustin still likes live communication and is always glad to help others understand some sophisticated areas of web design.

Reiven Materials

Browse pages: 1 2 3 > >>

Display 10 materials per page

Drawing Animated Heart (Exclusive Tutorial)

Editor's Pick in Photoshop Tutorials, July 2006

This is a great little tutorial that will show you how to create your very own animated beating heart. There is still a lot of time until Valentines Day but you can always make it and save it for later.

Software :



Type : **Photoshop Tutorial**

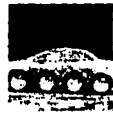
Added : **July 24, 2006**

Rating :

4 Wheels Car (Exclusive Tutorial)

Site of the Month
Free Stuff
Design Accessories
Sounds
Flash Elements
3D Objects
Miscellaneous
Software Reviews
Interviews

**GET THE NEWSLETTER!**





Editor's Pick in Photoshop Tutorials, July 2006

We see cars every day that have four wheels but how many times have you seen one with six or eight? Check out this really cool tutorial to find out how you can make some really cool looking cars.

Software : 

Type : **Photoshop Tutorial**

Added : **July 07, 2006**

Rating : 



Out of Border (Exclusive Tutorial)


Editor's Pick in Photoshop Tutorials, June 2006

We see images on the Internet every day that have the potential to really look good but they just don't. Click here to find out how to take a plain image and add some 3-D effects to them.

Software : 

Type : **Photoshop Tutorial**

Added : **June 30, 2006**

Rating : 



Flash 8 Review (Exclusive Article)


Editor's Pick in Software Reviews, December 2005

This article presents a detailed description of the amazing effects, which the new Flash version offers. Looks like Flash is getting closer to Photoshop...

Software : 

Type : **Flash Article**

Added : **May 23, 2006**


Rating : 



Motor Safari (Exclusive Tutorial)

Editor's Pick in Photoshop Tutorials, April 2006

This technique can look great on many layouts. Learn to cut pictures and arrange the pieces beautifully.

Software : 

Type : **Photoshop Tutorial**

Added : **Apr 05 2006**

Rating : □□□...



Rectangled Picture (Exclusive Tutorial)

Editor's Pick in Photoshop Tutorials, February 2006

The simple effect of breaking a picture into rectangles can be effectively used to create a cute homepage for your site. Try it out!

Software :

Type : **Template Tips**

Added : **Feb 14, 2006**

Rating : □□□□...



Water-walking Dog With Reflection (Exclusive Tutorial)

Editor's Pick in Photoshop Tutorials, February 2006

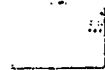
Dogs have been considered a sacred animal for millennia in many tribes. Weve recreated that image in an effort to show you the technique of making reflections.

Software :

Type : **Photoshop Tutorial**

Added : **Feb 02, 2006**

Rating : □□□□...



Retro TV from the Ring Movie (Exclusive Tutorial)

Editor's Pick in Photoshop Tutorials, January 2006

You have till tomorrow to learn making good old TVs to watch horror films on. Cause the second part of the tutorial will teach you how to make real dead girls to put on this screen!

Software :

Type : **Photoshop Tutorial**

Added : **Jan 26, 2006**

Rating : □□□...



Kitten in Action (Exclusive Tutorial)

Editor's Pick in Photoshop Tutorials, January 2006

Want to highlight a particular element in a picture? See how to do it along with creating an impression of action.


Type : **Photoshop Tutorial**
Added : **Jan 03, 2006**
Rating : ☐ ☐ ☐



Add Snow to a Picture (Exclusive Tutorial)

Editor's Pick in Photoshop Tutorials, December 2005

If your site is still unprepared for Christmas and you're looking for ways to add some snow, you will love this tutorial. It shows how to add falling snow to any picture.

Software : 
Type : **Photoshop Tutorial**
Added : **Dec 16, 2005**
Rating : ☐ ☐ ☐

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EXHIBIT

R



AX069791 | © Brooklyn Production/CORBIS | RM (Premium)

IMAGE URL	http://images.templatemonster.com/screenshots/8200/8267.swf
PAGE URL	http://www.templatemonster.com/flash-templates/8267.html

Form 1041 (1996) 1-90

[illegible]

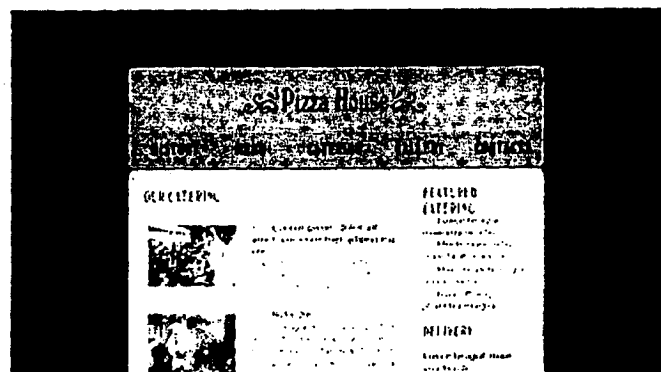
1. *U. a. a.* 2. *U. a. a.* 3. *U. a. a.* 4. *U. a. a.* 5. *U. a. a.* 6. *U. a. a.* 7. *U. a. a.* 8. *U. a. a.* 9. *U. a. a.* 10. *U. a. a.* 11. *U. a. a.* 12. *U. a. a.* 13. *U. a. a.* 14. *U. a. a.* 15. *U. a. a.* 16. *U. a. a.* 17. *U. a. a.* 18. *U. a. a.* 19. *U. a. a.* 20. *U. a. a.* 21. *U. a. a.* 22. *U. a. a.* 23. *U. a. a.* 24. *U. a. a.* 25. *U. a. a.* 26. *U. a. a.* 27. *U. a. a.* 28. *U. a. a.* 29. *U. a. a.* 30. *U. a. a.* 31. *U. a. a.* 32. *U. a. a.* 33. *U. a. a.* 34. *U. a. a.* 35. *U. a. a.* 36. *U. a. a.* 37. *U. a. a.* 38. *U. a. a.* 39. *U. a. a.* 40. *U. a. a.* 41. *U. a. a.* 42. *U. a. a.* 43. *U. a. a.* 44. *U. a. a.* 45. *U. a. a.* 46. *U. a. a.* 47. *U. a. a.* 48. *U. a. a.* 49. *U. a. a.* 50. *U. a. a.* 51. *U. a. a.* 52. *U. a. a.* 53. *U. a. a.* 54. *U. a. a.* 55. *U. a. a.* 56. *U. a. a.* 57. *U. a. a.* 58. *U. a. a.* 59. *U. a. a.* 60. *U. a. a.* 61. *U. a. a.* 62. *U. a. a.* 63. *U. a. a.* 64. *U. a. a.* 65. *U. a. a.* 66. *U. a. a.* 67. *U. a. a.* 68. *U. a. a.* 69. *U. a. a.* 70. *U. a. a.* 71. *U. a. a.* 72. *U. a. a.* 73. *U. a. a.* 74. *U. a. a.* 75. *U. a. a.* 76. *U. a. a.* 77. *U. a. a.* 78. *U. a. a.* 79. *U. a. a.* 80. *U. a. a.* 81. *U. a. a.* 82. *U. a. a.* 83. *U. a. a.* 84. *U. a. a.* 85. *U. a. a.* 86. *U. a. a.* 87. *U. a. a.* 88. *U. a. a.* 89. *U. a. a.* 90. *U. a. a.* 91. *U. a. a.* 92. *U. a. a.* 93. *U. a. a.* 94. *U. a. a.* 95. *U. a. a.* 96. *U. a. a.* 97. *U. a. a.* 98. *U. a. a.* 99. *U. a. a.* 100. *U. a. a.*

[illegible]

1. **Monsters**

Prodotti

Visual e Template | [Archivio prodotti](#) | [Prodotti nuovi](#) | [Marchio di Design](#) | [Accessori e Template](#) | [Categorie e prezzi](#) | [Migliori Marche](#)



EXHIBIT

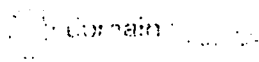
S

Welcome Guest! [Login/Join](#)

[Whois: templatemonster.com](#) > [Domain Suggestions](#) > [Hot New](#) > [Auditors](#) > [Domain Search](#) > [Domain Monitor](#) > [Domain Creation](#)

[Help](#) > [Templates](#) > [IPv4 Address](#) > [Cheap Domains Name Registration](#) > [Bulk Check](#) > [Email Contact](#) > [Index](#)

[PowerTools](#) > [PatscanIP](#) > [Domain History](#) > [Web Site](#) > [Name Server Spy](#) > [Advanced Search](#) > [GULP!](#)



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Whois Record for Templatemonster.com

Page Information

Website Title: [Web Templates](#), [Flash Templates](#), [Website Templates](#)
[Design](#), [Template Monster](#)

Record Type: Domain Name

Meta Description: Template Monster offers professional web templates, flash templates and other web design products available for immediate download.

Indexed Data

DMOZ Directory: Templates

DMOZ Title: Template Monster

DMOZ Description: A division of Inverse Logic, Inc. offering HTML and Flash web site templates and logos for purchase.

Alexa Related 10 listings

Sites: 101templates.com, inverse-logic.com,
free-web-templates.com, free-templates.com,
cool-homepages.com, base-templates.com, template-zone.com,
aplustemplates.com, 4templates.com, site4you.com.

Alexa Trend/Rank: 1,555 (1 Month) 533 (1 Month)

Y! Directory: 2 listings

Server Data

Server Type: nginx/0.3.11

IP Address: 67.15.132.225 [Whois](#) [1](#) [2](#) [3](#)

IP Location: [New York](#) - [Brooklyn](#) - [Templatemonster](#)

Response Code: 200

Blacklist Status: Clear

SSL Cert: No valid SSL on this host

Website Status: Active

Reverse IP: [5 other sites](#) hosted on this server

Registry Data

ICANN Registrar: ANO REGIONAL NETWORK INFORMATION CENTER, USA, RU

Created: 2002-03-23

Expires: 2016-04-26

Registrar Status: [REGISTRAR-LOCK](#)

Whois Server: whois.nic.ru

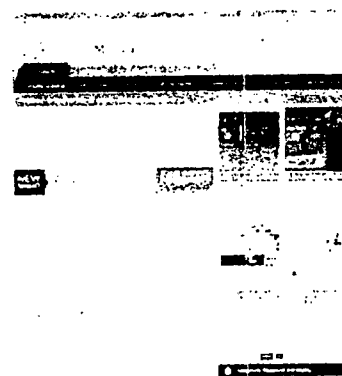
Name Server: NS1.FASCONS.COM

Whois History: [WHOIS RECORDS](#) have been archived

Whois Record

Domain Name: TEMPLATEMONSTER.COM

Thumbnail: 2006-06-10



[Queue Thumbnail For Update](#)

Other TLDs

[Show Key](#)

com	net	org	info	ru	uk
Ra	Ra	Ra	Ra	Ra	Ra

Domain History

We have recorded 496 Whois changes for templatemonster.com since 2002-10-06. View them with our Domain History tool.

Monitor

Watch this domain for changes using our Monitor Tool.

Reverse IP

There are 5 other sites hosted on this webserver. View a sample with Reverse IP.

Domains for Sale

Domain	Price
WebsterBroker.com	\$120.00
Webster-Free.com	\$120.00
YoungsMarket.com	\$120.00
WebsterData.com	\$120.00
DrugInfo.com	\$250.00

Page 2 of 2

Name Server: ns2.cayman.com
 Name Server: ns1.cayman.com
 Creation Date: 2002-04-27
 Expiration Date: 2010-04-27

Status: DELETED

Registrant ID: UN6NAB1-KU
 Registrant Name: 1667 Sheephead Bay Rd.
 Registrant Organization: 1667 Sheephead Bay Rd.
 Registrant Street: 1667 Sheephead Bay Rd.
 Registrant City: New York
 Registrant State: New York
 Registrant Postal Code: 11255
 Registrant Country: US

Administrative, Technical Contact
 Contact ID: UN6NAB1-KU
 Contact Name: 1667 Sheephead Bay Rd.
 Contact Organization: 1667 Sheephead Bay Rd.
 Contact Street: 1667 Sheephead Bay Rd.
 Contact City: New York
 Contact State: New York
 Contact Postal Code: 11255
 Contact Country: US
 Contact Phone: +1-917-477-0368
 Contact Fax: +1-917-477-0368
 Contact Email: [REDACTED]

Registrar: ARA Regional Network Information Center dha ku CENTER

Last updated on 2006-07-24 11:10:28 NST/MST

MonsterSlam.com \$314.00
 FitMonster.com \$450.00
 MonsterManager.com \$750.00
 MonsterNetworks.com \$950.00
 FitMonster.com \$1,243.00
 MonsterBash.com \$1,300.00

Domains At Auction

Domain	Auction Date
Great8Golf.com	07-25-2006
MonsterXp.com	07-25-2006
GreatOutdoors.com	07-26-2006
GreatGayStuff.com	07-26-2006
SexLarge.com	07-26-2006
GreatBirdStuff.com	07-26-2006
GreatHorseLinks.com	07-26-2006
GreatSunGlasses.com	07-26-2006
RemGreat.com	07-26-2006
StemNest.com	07-26-2006
GreatHealthSecrets.com	07-26-2006



Members Area | Web Hosting | Cheap domain name registration | Whois | Domain Suggestions | Domain Search | Site Map

Welcome **Guest!** [Login/Join](#)
[View: templatetuning.com](#) > [Domain Suggestions](#) > [Free Site](#) > [Actions](#) > [Domain Search](#) > [Domain Monitor](#) > [Domain Director](#)
[Buy](#) > [Reseller](#) > [IP Address](#) > [Cheap Domain Name Registration](#) > [Bulk Domain](#) > [Cheap Domain](#) > [More](#)
[Privacy Policy](#) > [Privacy IP](#) > [Domain History](#) > [Web Site](#) > [Domain Server Spy](#) > [Domain Auction](#) > [Domain](#)

[Domain](#) > [Domain](#) > [Domain](#)

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Whois Record for Templatetuning.com

Page Information

Website Title:  Web Templates Customization by Template Tuning

Record Type: Domain Name

Meta Description: Web templates customization is the best way to modify your web templates. Choose web templates, describe the changes you want to make, and get the customized web templates

Meta Keywords: web templates website template site tuning design professional custom designs intro flash intros logo html logos site templatetuning

Indexed Data

Alexa Related: 10 listings


Sites: [gettyimages.com](#), [ultravortex.com](#), [stuffit.com](#),
[statcounter.com](#), [site2you.com](#), [chandise.org](#),
[mytemplatetuning.com](#), [macromedia.com](#), [google.com](#),
[webdevforums.com](#)

Alexa Trend/Rank: 22,524 (1 Month) 19,321 (3 Month)

Server Data

Server Type: nginx/1.1.1

IP Address: 67.15.112.226 (NY)

IP Location:  New York - Brooklyn - Templatemonster

Response Code: 200

Blacklist Status: Clear

SSL Cert: No valid SSL on this Host

Website Status: Active

Reverse IP: [Other sites hosted on this server](#)

Registry Data

ICANN Registrar: REGISTER.COM, INC.

Created: 2003-05-13

Expires: 2010-05-13

Registrar Status: [REG/STR/LR/LR/LR](#)

Whois Server: whois.register.com

Name Server: NS1.FASTVPS.COM

Whois History: 24 records have been archived

Whois Record

Domain Name:
 67.15.112.226
 67.15.112.226

Thumbnail: 2006-02-13





















[Queue Thumbnail For Update](#)

Other TLDs

[Show Key](#)

[Net](#) [Com](#) [Org](#) [Net](#) [Com](#) [Net](#)
[Pa](#) [Ru](#)

[Add to Cart](#)

Domain History

We have recorded 99 whois changes for templatetuning.com since 2003-05-13. [View them with our Domain History tool](#)

Monitor

Watch this domain for changes using our Monitor Tool

Reverse IP

There are 5 other sites hosted on this reverse ip. [View them with our Reverse IP](#)

Backorder

Set a backorder on this domain. templatetuning.com is not currently available

Domains for Sale

Domain **Price**

Page 2 of 2

1418 Sheephead Bay Road, 2 Floor, Brooklyn
New York, NY 11218
US
Email: info@registrartools.com

Registrar Name: REGISTRAR.COM, INC.
Registrar Whois: whois.registrar.com
Registrar Homepage: www.registrar.com

Domain Name: templattuning.com

Created on: Thu, May 11, 2006
Expires on: Thu, May 11, 2006
Record last updated on: Mon, Nov 26, 2006

Administrative Contact:
Address: Inc
1418 Sheephead
1418 Sheephead Bay Road, 2 Floor, Brooklyn
New York, NY 11218
US
Phone: +1 718 7763353
Email: info@registrartools.com

Technical Contact:
Registrar: Com
Domain Registered:
575 3th Avenue 11th Floor
New York, NY 10016
US
Phone: +1 907 4927001
Email: info@registrartools.com

DNV Servers:

ns1.registrar.com
ns2.registrar.com

insane.tuning.com	\$60.00
Homepage.tuning.com	\$124.00
Sales.tuning.com	\$450.00
Vita.tuning.com	\$466.00
TuningTurk.com	\$500.00
Blog.tuning.com	\$1,000.00
Java.tuning.com	\$1,142.00
Case.tuning.com	\$1,500.00
TuningPro.com	\$1,500.00
Mailbox.tuning.com	\$1,544.00
www.tuning.com	\$1,550.00

Domains At Auction

Domain	Auction Date
FrankTuning.com	07-26-2006
TuningNorth.com	07-26-2006
SolersTuning.com	07-26-2006
SnowSkiiTuning.com	07-26-2006
SonicTuningForks.com	07-26-2006
SoundingsTuningForks.com	07-26-2006
SnowboardTuningForks.com	07-26-2006
PricingArticles.com	07-26-2006
SprocketTuningPart.com	07-26-2006
RobertJohnsonTuning.com	07-26-2006
SevenStringTuning.com	07-26-2006



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7-24-2006

Page 2 of 2

NO
 Technical Contacts:
 Archived Consulting
 David Brach / dbrach@archived.com
 +1 718 932 1100
 Fax: +1 509 355 5668
 1615 Sheephead Bay Road, 2 Floor
 Brooklyn, NY 11215
 US

Registrant Contacts:
 Archived Consulting
 David Brach / dbrach@archived.com
 +1 718 932 1100
 Fax: +1 509 355 5668
 1615 Sheephead Bay Road, 2 Floor
 Brooklyn, NY 11215
 US

Status: Active

Name Servers:
 ns2.easydns.com
 ns001.easydns.com

Creation date: 18 Jul 2002 09:24:15
 Expiration date: 18 Jul 2007 09:24:15

templatetshack.com \$100.00
MaximumTemplate.com \$100.00
TemplateEngine.com \$110.00
TradeTemplate.com \$126.00
BestTemplate.com \$200.00
WorldwideTemplate.com \$218.00
TemplateSellers.com \$299.00
FindTemplate.com \$400.00
TemplateTral.com \$500.00
MobileTemplate.com \$600.00
TemplateSet.com \$1,000.00

Domains At Auction

Domain	Auction Date
ModelCruise.com	07-26-2006
ModelScreen.com	07-26-2006
KioModel.com	07-26-2006
ModelPreviews.com	07-26-2006
StemModel.com	07-26-2006
PleasureModel.com	07-26-2006
SupraModel.com	07-26-2006
SpainModel.com	07-26-2006
ShavedModel.com	07-26-2006
SabineModel.com	07-26-2006
PreppyModel.com	07-26-2006
RavenModel.com	07-26-2006
SmilingModel.com	07-26-2006


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Welcome **Guest!** [Login/Join](#)

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Whois Record for Mytemplatestorage.com

Website Title: [مركز برنامج اフィリエイト](#) Free Programs for Affiliates
Record Type: Domain Name

Alexa Related 10 listings

Alexa Trend/Rank: 12,250 (1 Month) 5,885 (3 Month)

Server Type: nginx/0.3.1

IP Location: New York - Brooklyn - Templatenmonster

Blacklist Status: Clear

Website Status: Active

Registry Date

Who's Record

202418 02.00 MYTAPOLATRESTEPA 000

Thumbnail: 2006-05-17

Other TLDs

Year	1970	1971	1972	1973	1974	1975
Rd	6	6	6	6	6	6

Domain History

Significance:

Reverse 12

ackorder

Contains 120 Sats

Page 2 of 2

New York NY 11220
US
1.1.1.177035a

Domain: my-template.com
Network Solutions, Inc. 1500 Woodland Park Drive
Herndon VA 20171 USA
US
1.1.1.177035a fax: 571-434-5640

Record expires on 26-Jul-2006.
Record created on 26-Jul-2004.

Domain servers in listed order:

REMOTE-PASTORS.COM
WWW.EASYDNS.COM

Temp-ateShock.com \$100.00
MaximumTemplate.com \$100.00
Temp-ateEngine.com \$100.00
TradeTemplate.com \$125.00
BestTemplate.com \$200.00
WordwonderTemplate.com \$248.00
TemplateSellers.com \$299.00
FindTemplate.com \$400.00
TemplateTroll.com \$500.00
MobileTemplate.com \$600.00
TemplateSet.com \$1,000.00

Domains At Auction

Domain	Auction Date
ModelCourse.com	07-26-2006
ModelScreen.com	07-26-2006
RoModel.com	07-26-2006
ModelPreviews.com	07-26-2006
StemModel.com	07-26-2006
PleasureModel.com	07-26-2006
SupraModel.com	07-26-2006
SpamModel.com	07-26-2006
ShavedModel.com	07-26-2006
SabineModel.com	07-26-2006
PreppyModel.com	07-26-2006
RavenModel.com	07-26-2006
SmilingModel.com	07-26-2006



Members Area | Web Hosting | Cheap domain name registration | Whois | Domain Suggestions | Domain Search | Site Map

EXHIBIT 9

Subject: Re: Court Order Requiring Scheduling Report and Certificates of Interested Parties
From: Richard Ross <prodp@ix.netcom.com>
Date: Thu, 13 Jul 2006 17:25:31 -0400
To: Laura Pirri <laurapirri@quinnemanuel.com>
BCC: David Braun <david.braun@gmail.com>, Igor Lognikov <inbox2004@gmail.com>

Ms. Pirri:

We will be out of town from July 29, 2006 to August 7, 2006. Given the court's order to file the joint scheduling report by August 2, 2006, we recommend an earlier meeting. Please advise.

Further, in compliance with the PI, we provide the following information, conditioned in that we were retained formally on July 11, 2006. Our clients are foreign citizens residing in the former Soviet Republic. We are having communication difficulties, but, in good faith, provide what we reasonably believe to be fully compliant with the presently:

Page 3, paragraph 3: Dmitry Tsurkan of Ultravertex, 48 Bandary Street, App. 9, Striy, Lviv Region, Ukraine 82400;

Page 4, paragraph 8: I expect to receive this Tuesday, by DHL courier, CDs the Template Defendants received from Ultravertex. We would like to stipulate with you that we can make a copy to preserve for evidence at trial, and forward the originals to you. Please advise.

Page 4, paragraph 9: An agent of Corbis will be granted access to the facility of the Template Defendants. The facility, however, is located in Russia. Please advise the name of the agent and when you want to inspect.

Page 5, paragraph 1: The domain name www.templatemonster.com was transferred by its owner, a non party. Our clients have no control over the owner. The owner's information is Dmitry Zolotarev, 52/3 Shapiro Street, Ashkelon, Israel. The funds transfer was made in the ordinary course of business, to pay ordinary and typical expenses such as hosting and support for the regular business operations, and meets the spirit of page 6, paragraph 5.

Page 7, paragraph 3: There are no bank accounts abroad or in the US.

Page 7, paragraph 1: No documents or assets have been taken out of the US, thus there is nothing to repatriate.

Further, we have been made aware that all photographic images supplied to the Template Defendants have been removed from the website in that all links to Ultravertex have been removed. The Template Defendants posted a notice to any user of the Ultravertex images of the same. No records have been destroyed or will be.

You also need to be made aware that the Template Defendants are wholly distinct from Ultravertex, and Mr. Lognikov has no business involvement with either the Template Defendants or Ultravertex. We are aware of no allegation which supports any violation of your client's copyrights, to the extent they are valid, with regard to Mr. Lognikov, Artvertex, Inc. or the Web Design Library, and ask for proof thereof, or dismissal of those defendants.

We await your further comments.

Sincerely,
RICHARD S. ROSS, ESQ.

Atrium Centre
4801 S. University Drive
Suite 237
Ft. Lauderdale, Florida 33328
tel 954/252-9110
fax 954/252-9192

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To the extent that this e-mail communication and the attachment(s) hereto, if any, may contain written advice concerning or relating to a Federal (U.S.) tax issue, United States Treasury Department Regulations (Circular 230) require that we (and we do hereby) advise and disclose to you that, unless we expressly state otherwise in writing, such tax advice is not written or intended to be used, and cannot be used by you (the addressee), or other person(s), for purposes of (1) avoiding penalties imposed under the United States Internal Revenue Code or (2) promoting, marketing or recommending to any other person(s) the (or any of the) transaction(s) or matter(s) addressed, discussed or referenced herein for IRS audit, tax dispute or other purposes.

Laura Pirri wrote:

Mr. Ross,

Please see the attached Order Requiring Scheduling Report and Certificates of Interested Parties.

We are available to meet and confer pursuant to Local Rule 16.1.B any time on Tuesday July 25 or between 9 a.m. and 11 a.m. PDT (12 p.m. and 2 p.m. EDT) on Thursday July 27. Please advise which of those days and times works for you.

Although I am sure that you are familiar with them, you may find the Court's Local Rules at <http://www.flsd.uscourts.gov/>.

Thank you.

Laura C. Pirri
Quinn Emanuel Urquhart Oliver & Hedges, LLP
555 Twin Dolphin Drive, Suite 560
Redwood Shores, CA 94065
Direct: (650) 801-5011
Main Phone: (650) 801-5000
Main Fax: (650) 801-5100
E-mail: laurapirri@quinnemanuel.com
Web: www.quinnemanuel.com

EXHIBIT 10

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION



CASE NO. 06-21643-CIV-ALTONAGA/Turnoff

CORBIS CORPORATION,

Plaintiff,

vs.

IGOR LOGNIKOV; ARTVERTEX, INC.;
ARTVERTEX, LLC; ARTVERTEX
CONSULTING; ULTRAVERTEX LLC;
ULTRAVERTEX.COM, INC.;
ULTRAVERTEX, INC.;
TEMPLATEMONSTER.COM; TEMPLATE
TUNING; TEMPLATE-HELP.COM;
TEMPLATE-DELIVERY.COM;
MYTEMPLATESTORAGE.COM; INVERSE-
LOGIC; SITE2YOU.COM; CALLAWAY
ALLIANCE, INC.; COLEMAN ALLIANCE
LLC; WEB DESIGN LIBRARY; and DOES 1-50,

Defendants.

ORDER

THIS CAUSE came before the Court on Defendants' Emergency Motion for Relief From Order Granting Plaintiff's Application for Temporary Restraining Order and Preliminary Injunction, for Impoundment, for Inspection of the Premises, for a Freeze and Repatriation of Assets, and for Retention of Records; or Alternative Motion for Modification [D.E. 190], filed on July 19, 2006; and Plaintiff, Corbis Corporation's ("Corbis[']") *Ex Parte* Motion for an Order to Show Cause Why Defendants are not in Contempt of the Court's Temporary Restraining Order and Preliminary Injunction [D.E. 220], filed on July 25, 2006. The Court held a hearing on the motions on August 10, 2006.

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On June 28, 2006, Corbis filed a Complaint [D.E. 1] in which it asserts eight causes of action against Defendants.¹ The claims are for: (1) Direct Copyright Infringement; (2) Contributory Copyright Infringement; (3) Vicarious Copyright Infringement; (4) Inducement to Infringe Copyright; (5) Digital Millennium Copyright Act Violation; (6) Conversion under Florida Common Law and Civil Theft under Fla. Stat. Ann. § 812.014; (7) Violation of the Racketeer Influenced and Corrupt Organization (RICO) Act; and (8) Conspiracy to Violate RICO.

Specifically, Corbis alleges that it “is in the business of licensing photographs and fine art images on behalf of itself and the photographers and other licensees it represents.” (*Complaint* at ¶ 9). Corbis claims that it maintains rights in a collection of photographs that are subject to copyright protection. (*Id.* at 10). The Complaint alleges that Defendants “created a complex set of Internet websites which promote, facilitate, enable, control, and engage in mass unauthorized trafficking in copyrighted images,” including images to which Corbis maintains exclusive use rights. (*See id.* at ¶ 14). Essentially, Corbis claims that Defendants sell copyrighted material under the exclusive control of Corbis, without Corbis’ permission, thereby infringing its copyrights.

In reliance upon Corbis’ Complaint and Declarations submitted by Andrew Oberfeldt [D.E. 7], Eric Berger [D.E. 8], Michael Falsone [D.E. 9] and David Weiskopf [D.E. 10], the Court granted Corbis’ motion for a temporary restraining order in an Order dated June 29, 2006 [D.E. 16]. After holding a hearing at which Defendants did not appear following notice, the Court entered its Order Granting Corbis Corporation’s Application for a Preliminary Injunction; for Impoundment; for

¹ At oral argument, counsel for certain Defendants emphasized that he did not represent all of the Defendants and that Corbis wrongfully groups all of the Defendants together although they are not all related. Where it is necessary to distinguish between the Defendants, this Order does so. Otherwise, for the sake of simplicity, the Order refers to all Defendants collectively.

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Inspection of Premises; for a Freeze and Repatriation of Assets; and for Retention of Records [D.E. 174] on July 6, 2006. Defendants now claim that the July 6, 2006 Order should be set aside pursuant to Fed. R. Civ. P. 60(b) because the Order was entered as a result of fraud committed by Corbis and/or because the Order is void as the Court lacks subject matter jurisdiction. Corbis, in turn, argues that the Order was properly entered and in the *Ex Parte* Motion [D.E. 220] requests that the Court impose sanctions against Defendants for their failure to comply with the Order.

The undersigned has carefully considered the parties' written submissions, the arguments offered in Court and all applicable law.

A. Defendants' Motion

Corbis seeks relief from the Court's July 6, 2006 [D.E. 174] Order pursuant to Federal Rules of Civil Procedure 60(b)(3) and 60(b)(4). Relief is not warranted under either of the above provisions.

1. Defendants have not demonstrated fraud.

Under Federal Rule of Civil Procedure 60(b)(3), a court may grant relief from an order where the order has been the result of "fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party." Fed. R. Civ. P. 60(b)(3). Although not entirely clear, Defendants apparently argue that the following acts, or omissions, constitute a fraud upon the Copyright Office and/or the Court: (1) Corbis' false representation that it has a copyright interest in the photographic images at issue when, at best, it only has a copyright interest in the compilation of the photographs; (2) Corbis' false allegation that it has a copyright interest in the images although it did not contribute to the "lighting, shading, timing, angle or film of the

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photographic images” and thus does not have any interest subject to copyright protection; and (3) Corbis’ misrepresentation of the nature of its ownership interest in the photographs (i.e., not disclosing that it has only obtained a temporary license) in its applications to the Copyright Office.

In order to succeed upon a Rule 60(b)(3) motion, a party must “prove by clear and convincing evidence that an adverse party has obtained the verdict through fraud, misrepresentation, or other misconduct.” *Frederick v. Kirby Tankships, Inc.*, 205 F.3d 1277, 1287 (11th Cir. 2000)(citing *Scutieri v. Paige*, 808 F.2d 785, 794 (11th Cir. 1987); *Rozier v. Ford Motor Co.*, 573 F.2d 1332, 1339 (5th Cir. 1978)). “The moving party must also show that the conduct prevented the losing party from fully and fairly presenting his case or defense.” *Id.*; see also *USX Corp. v. Tieco, Inc.*, 132 Fed. Appx. 237, 239 (11th Cir. 2005)(movant must show “by clear and convincing evidence that (1) the judgment has been obtained through fraud, misrepresentation, or other misconduct, and (2) the conduct complained of prevented the movant from fully and fairly presenting its case.”)(citation omitted). Because the undersigned finds that Defendants have not demonstrated by clear and convincing evidence that Corbis committed fraud, it need not reach the second prong of the Rule 60(b)(3) inquiry.²

Corbis explained in its briefs, at oral argument, and through its written declarations, that it has developed a program whereby photographers temporarily assign rights in their photographs to Corbis by executing an agreement entitled “Corbis Copyright Registration Program.” (See *Weiskopf Decl.* [D.E. 249] ¶¶ 4, 5). Corbis, in turn, registers each photograph with the Copyright Office as

² Given Defendants’ failure to appear at the July 6, 2006 hearing on the request for a preliminary injunction, it is unlikely that they could demonstrate that the purported fraud prevented them from fully and fairly presenting their case.

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part of a "bulk registration." (*See Id.*). After the Copyright Office issues certificates of registration for the images, Corbis then reassigns the copyright interest in the image to each individual photographer. (*Id.* at ¶ 6). However, Corbis allegedly retains an exclusive license for the use of the images. (*Id.* at ¶ 9).

Corbis filed a letter from a Copyright Office employee indicating that the Copyright Office is aware, and approves of, the bulk registration process as a means to register the compilation and the individual photographs. (*See Weiskopf Decl. Ex. C*). While the undersigned does not express any opinion as to whether the process runs afoul of the federal copyright laws, for purposes of resolving Defendants' Motion, it is sufficient to find that the use of the procedure does not represent a fraud on the Court or the Copyright Office.³ Because Defendants have failed to show by clear and convincing evidence that Corbis committed a fraud, relief pursuant to Fed. R. Civ. P. 60(b)(3) is not warranted.

2. The July 6, 2006 Order is not void.

Pursuant to Federal Rule 60(b)(4), a party may set aside an order upon a showing that the order is void. Fed. R. Civ. P. 60(b)(4). "Generally, a judgment is void under Rule 60(b)(4) if the court that rendered it lacked jurisdiction of the subject matter, or of the parties, or if it acted in a manner inconsistent with due process of law." *Burke v. Smith*, 252 F.3d 1260, 1263 (11th Cir. 2001). In their Motion, Defendants argue that because Corbis does not own the copyrights at issue, it lacks standing to prosecute the infringement claims. Although not specifically addressed in their

³ The undersigned notes that Corbis could have been more precise in its Complaint and/or papers supporting its motion for injunctive relief in explaining the precise nature of its relationship to the images at issue. However, this observation does not compel the conclusion that a fraud was perpetrated.

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Motion, Defendants argued in court that the undersigned lacks jurisdiction on the alternative ground that the copyrights are invalid.

With regard to Defendants' first argument, Corbis provided record evidence that it holds an exclusive license for the use of the images in question and that it has full authority to "make and settle claims or to institute proceedings . . . to recover damages for . . . the unauthorized use of" such images. (*Weiskopf Decl.* at ¶ 9). Currently, there is no evidence in the record rebutting Corbis' evidence that it is an exclusive licensee.

Federal law provides that "[t]he legal or beneficial owner of an exclusive right under a copyright is entitled . . . to institute an action for any infringement of that particular right committed while he or she is the owner of it." 17 U.S.C. § 501(b). The statute, in turn, defines "transfer of copyright ownership," in part, as including the granting of an "exclusive license" (although it expressly excludes from the definition any transfer of a "nonexclusive license"). 17 U.S.C. § 101. Thus, pursuant to the Copyright Act, ownership of the images has apparently been transferred to Corbis and Corbis therefore has standing to sue for copyright infringement. Should the evidence ultimately demonstrate that Corbis does not have an exclusive license for use of the relevant images, Defendants may renew their Motion.

Turning to Defendants' second argument, the Court is not persuaded that the Court lacks jurisdiction because Defendants question the validity of the copyrights. Defendants essentially argue that the Court must determine the validity of Corbis' copyright interests before retaining jurisdiction over the matter. Judge Friendly's formulation on this point is instructive:

Mindful of the hazards of formulation in this treacherous area, we think that an action 'arises under' the Copyright Act if and only if the complaint is for a remedy expressly

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granted by the Act, e.g., a suit for infringement or for the statutory royalties for record reproduction, 17 U.S.C. § 101 . . . or asserts a claim requiring construction of the Act. . . or, at the very least and perhaps more doubtfully, presents a case where a distinctive policy of the Act requires that federal principles control the disposition of the claim.

T.B. Harms Co. v. Eliscu, 339 F.2d 823, 828 (2d Cir. 1964). *See also Sullivan v. Naturalis, Inc.*, 5 F.3d 1410, 1412 (11th Cir. 1993)(federal subject matter jurisdiction exists where claims involve “application and interpretation of the Copyright Act”).

Without addressing the merits of Defendants’ argument regarding the validity of the copyrights, it is beyond dispute that resolution of the issue requires an “application and interpretation of the Copyright Act.” Accordingly, the Court may properly maintain jurisdiction and the July 6, 2006 Order is not void.⁴

3. Modification

In their Motion, Defendants requested that if the July 6, 2006 Order was not vacated, the Court should alternatively order Corbis to post a bond of approximately \$11 million. At oral argument, Defendants did not address the bond request but instead asked the Court to lift the asset freeze imposed by the Order. Although Defendants claim that the asset freeze has caused them undue hardship, they have not provided any record evidence of the hardship. Defendants may renew their request if they are able to present credible evidence of the alleged hardship.

B. Corbis’ Motion

Corbis’ Motion [D.E. 220] asks that the Court issue an order to show cause why Defendants

⁴ Defendants’ argument is more relevant to Corbis’ probability of success on the merits, an argument they did not make in opposition to the motion for preliminary injunction.

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are not in contempt of the Court's temporary restraining order and preliminary injunction. Corbis' Reply Memorandum [D.E. 263], however, requests that the Court *find Defendants in contempt and impose sanctions*. As Defendants' response addresses why they do not believe a finding of contempt and/or the imposition of sanctions is appropriate, the undersigned treats Corbis' Motion as one seeking a finding of contempt and the imposition of sanctions (as opposed to one seeking an order to show cause).

"An injunction can be enforced, if necessary, through a contempt proceeding." *Riccard v. Prudential Ins. Co.*, 307 F.3d 1277, 1296 (11th Cir. 2002)(citing *Doe v. Bush*, 261 F.3d 1037, 1064 (11th Cir. 2001)). A finding of civil contempt must be supported by clear and convincing evidence. *Id.* (citing *McGregor v. Chierico*, 206 F.3d 1378, 1383 (11th Cir. 2000)). Before entering a contempt order, a court must find, by clear and convincing evidence, that (1) the allegedly violated order was valid and lawful; (2) the order was clear and unambiguous; and (3) the alleged violator had the ability to comply with the order. *Id.*

Defendants correctly note that Corbis' Motion does not distinguish among the Defendants, implying that they have all violated the Court's Order to the same extent and should all be subject to contempt. Only the following Defendants have appeared in this case: Igor Lognikov, Web Design Library, Artvertex, Inc., templatemonster.com, Template Tuning, template-help.com, template-delivery.com, mytemplatestorage.com, site2you.com, and Callaway Alliance, Inc. The Court's analysis is directed toward these named Defendants, as Corbis represented in Court that it intends to commence default proceedings against those Defendants who have not appeared following

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service.⁵

While Defendants have partially complied with the Court's Order, they have also not *fully complied*. Defendants have engaged in some bad faith tactics (i.e., John Hogan's representation to Corbis' counsel that Defendants would not comply with the Order and attempt to withdraw funds from Moneybookers Ltd. (*See Pirri Decl.* [D.E. 223] at ¶¶ 5-7)).

By way of example, the Order provides that Defendants must:

notify orally and in writing, within 12 hours of the receipt of the preliminary injunction, all Participating Third Parties of this preliminary injunction (including providing a copy of the same to them), and instructing them that they are to immediately cease any further such copying, duplicating, reproducing, creating derivative works, publishing, distributing, broadcasting or marketing of Corbis Images.

(*July 6, 2006 Order* at p. 3, ¶ 4). Defendants claim that they complied with the provision by issuing a press release on July 3, 2006. However, the press release makes no mention of the preliminary injunction. Moreover, Defendants do not even claim that they *orally* notified, or attempted to notify, any Participating Third Parties of the preliminary injunction.

The parties' dispute in this regard turns largely on issues of disputed facts (and, in some instances, on conflicting interpretations of the Order). Corbis has come forward with evidence that, on its face, seems to contradict Defendants' contentions that they have fully complied with the Order. Where Corbis has come forward with such evidence, Defendants shall explain the apparent inconsistencies, or, to the extent that they admit non-compliance, cure any non-compliance with the

⁵ Corbis alleges that all Defendants are related, and argues that the fact counsels in favor of treating the Defendants as one. Regardless of the nature of Defendants' relationships, there is no clear and convincing evidence that all of the Defendants are capable of controlling the actions of all other Defendants.

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Order.

Although a finding of contempt is not appropriate at present, Defendants should not be permitted to seek a court order compelling Corbis to produce expedited discovery where they have failed to fully comply with a valid, existing Order. Accordingly, Defendants' Second Emergency Motion for Order Compelling Plaintiff to Produce Fed. R. Civ. P. 26(a)(1) Disclosures [D.E. 190] is denied. Defendants may again request the relief upon demonstrating that they have fully complied with the July 6, 2006 Order.

C. Conclusion

For the reasons stated above, it is

ORDERED AND ADJUDGED as follows:

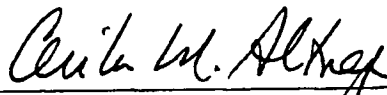
- (1) Defendants' Emergency Motion for Relief From Order Granting Plaintiff's Application for Temporary Restraining Order and Preliminary Injunction, for Impoundment, for Inspection of the Premises, for a Freeze and Repatriation of Assets, and for Retention of Records; or Alternative Motion for Modification [D.E. 190] is **DENIED WITHOUT PREJUDICE**.
- (2) Defendants' *Ex Parte* Motion for an Order to Show Cause Why Defendants are not in Contempt of the Court's Temporary Restraining Order and Preliminary Injunction [D.E. 220] is **DENIED WITHOUT PREJUDICE**. Defendants are cautioned that any future failure to fully comply with Court orders may result in a finding of contempt or the imposition of sanctions.
- (3) Defendants' Second Emergency Motion for Order Compelling Plaintiff to Produce

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Fed. R. Civ. P. 26(a)(1) Disclosures [D.E. 260] is **DENIED WITHOUT**

PREJUDICE.

DONE AND ORDERED in Chambers at Miami, Florida this 11 day of August, 2006.



CECILIA M. ALTONAGA
UNITED STATES DISTRICT JUDGE

cc: Magistrate Judge William C. Turnoff
counsel of record